

BUCHSBAUM & HAAG, LLP
100 OCEANGATE, SUITE 1200
LONG BEACH, CALIFORNIA 90802

LAW OFFICES OF BUCHSBAUM & HAAG, LLP
BRENT S. BUCHSBAUM, CSBN: 194816
brent@buchsbaumhaag.com
LAUREL N. HAAG, CSBN: 211279
laurel@buchsbaumhaag.com
100 Oceangate, Suite 1200
Long Beach, California 90802
Telephone: (562) 733-2498
Fax: (562) 733-2498

Attorneys for Plaintiffs

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 30 2020

Sherri K. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy
Steven Drew

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

JOSE DIAZ, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

SOLAR TURBINES, INC. a
Corporation, and DOES 1 through 250,
inclusive,

Defendants.

Case No.: **20STCV16985**

CLASS ACTION COMPLAINT

- (1) Violation of California Labor Code §§ 510, 1194, 1198 (Unpaid Overtime and Minimum Wages);
- (2) Violation of California Labor Code §§ 226(a) and 1174 (Non-compliant Wage Statements);
- (3) Violation of California Labor Code §§ 201-203 (Failure to Pay All Wages and on a Timely Basis);
- (4) Violation of Labor Code 226.7, 512(a) (Unpaid Meal Period Premiums);
- (5) Violation of Labor Code 226.7 (Unpaid Rest Period Premiums)
- (6) Violation of California Business & Professions Code §§ 17200, et seq.

BY FAX

DEMAND FOR JURY TRIAL

1 Plaintiff Jose Diaz ("Plaintiff") individually, and as a representative of other aggrieved
2 employees, allege as follows:

3 4 **INTRODUCTION**

5 1. This is an action brought by the Plaintiff, pursuant to California statutory,
6 decisional, and regulatory laws. Plaintiff was an employee of Defendant Solar Turbines, Inc.
7 ("Defendant") at all times herein mentioned.

8 2. Plaintiff alleges that California statutory, decisional and regulatory laws
9 prohibit the conduct by Defendants herein alleged, and therefore Plaintiff has an entitlement to
10 monetary relief on the basis that Defendants violated such statutes, decisional law and
11 regulations.

12 13 **JURISDICTION AND VENUE**

14 3. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, § 10, which grants the Superior Court "original jurisdiction in all
16 causes except those given by statute to other courts." The statutes under which this action is
17 brought do not specify any other basis for jurisdiction.

18 4. This Court has jurisdiction over all Defendants because, upon information and
19 belief, each party is either a citizen of California, has sufficient minimum contacts in
20 California, or otherwise intentionally avails itself of the California market so as to render the
21 exercise of jurisdiction over it by the California courts consistent with traditional notions of
22 fair play and substantial justice.

23 5. Venue is proper in this Court because, upon information and belief, one or
24 more of the named Defendants reside, transact business, or have offices in this county and the
25 acts and omissions alleged herein took place in this county.

26 6. Venue is proper in this Court pursuant to § 395(a) of the California Code of
27 Civil Procedure, because many of the acts and omissions giving rise to the causes of action
28 stated herein occurred or arose in the County of Los Angeles, State of California.

THE PARTIES

7. Plaintiff was at all relevant times a citizen of the State of California. Plaintiff worked as a laborer in a non-exempt position for Defendants.

8. Plaintiff reserves his right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Salsa v. American Savings and Loan Association*, 5 Cal. 3d 864, 872 (1971), and other applicable law.

9. Defendant was and is, upon information and belief, a corporation, with a corporate headquarters and principal place of business in the State of California. At all times hereinafter mentioned, Defendant was an employer whose employees are engaged throughout this county, and the State of California.

10. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as DOES 1 through 250, inclusive, and therefore, sues said Defendants by such fictitious names. Each of the DOE Defendants was in some manner legally responsible for the violations alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as DOES 1 through 250, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and aggrieved employees in the State of California.

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

13. Defendant SOLAR TURBINES, INC ("SOLAR TURBINES") and DOES 1 through 250 are collectively referred to herein as "Defendants."

14. Plaintiffs are informed and believe that Defendants currently employ, and during the Class period have employed at least one hundred employees in the State of California in non-exempt and/or hourly positions.

FACTUAL ALLEGATIONS

15. Defendant is involved in producing industrial gas turbine engines, among other things, and hires employees to carry out the services at its locations in California. Plaintiff worked for Defendants as a machinist from October of 2016 until February 10, 2020. During this period of time, the Respondent classified Claimant and other aggrieved laborers as "salaried," non-exempt employees, where they were essentially paid hourly based on their weekly salary divided by 40 hours. The Respondent also paid "differential" pay for night work, which was a premium paid on top of the salary. However, the Respondent failed to include that differential pay in calculating the "regular rate of pay" for overtime purposes. Instead, the overtime was simply paid at 1.5 times the "base rate." The same error occurs with doubletime, so that doubletime was routinely underpaid as well. Additionally, productivity bonuses, which were based on a formula, were not included in the regular rate calculation, leading to further overtime underpayments.

16. As a result of this calculation error, the Respondent repeatedly underpaid Claimant and other aggrieved employees the amount of overtime they were due. The failure to pay these wages violated Labor Code §510. And because these overtime wages were not paid, they were also not paid on time, violating Labor Code §204's requirements for the deadline to pay all wages due on a bi-monthly or bi-weekly basis. Further, when employees were terminated, they were not paid all wages due, including these overtime wages, immediately upon termination, in violation of Labor Code §201, 202 and 203. Further, the paystubs are inaccurate in that the daily work is frequently just rounded off to 8 hours and are not consistent with the daily time records. The overtime rates are also incorrect.

17. Plaintiff is informed and believes that the Defendant manually alters daily time records to hide meal and rest period violations. Plaintiff and other class members would frequently have a set meal period that was more than 5 hours into the shift, and then the

Defendants would alter the daily time records to make it look like the meals occurred within the first 5 hours. The daily time records the company uses to pay employees are not consistent with the timeclock punches and are rounded in a way that disadvantages plaintiff and the Class members, leading to large scale, cumulative underpayments to Class Members.

18. The information the Defendant put in the itemized wage statements or paystubs was fraudulent and inaccurate. There were deliberate mischaracterizations of the total hours worked, causing damage to Plaintiff and class members who could not readily discern what was truly owed, and ultimately necessitated hiring lawyers to pursue this lawsuit.

19. The Defendants failed to promulgate compliant meal and rest period policies, and failed to provide meal and rest breaks at appropriate intervals, and in some cases did not provide them at all.

20. The Defendants required employees to work seven days during a workweek, in violation of the "day of rest" provisions of Labor Code §§551-552. The Defendant also failed to pay doubletime compensation to plaintiff and class members for working more than 8 hours on the seventh day.

CLASS ACTION ALLEGATIONS

21. 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 Code of Civil Procedure § 382.

22. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

23. The proposed Class consists of and is defined as:
All current and former California employees of Defendant who worked as laborers or any other non-exempt position during the 4 years preceding the filing of this Complaint. The proposed sub-classes consist of and are defined as:

OVERTIME SUB-CLASS: All members of the Class who were not paid accurate overtime compensation for all hours worked in excess of eight hours per day and/or forty hours per week.

MEAL AND REST SUB-CLASS: All members of the Class who were denied meal and rest period premiums when they were entitled to them under the meal and rest period laws.

WAITING TIME SUB-CLASS: All members of the Class who, at any time after the date three years prior to the filing of this Complaint, separated their employment from Defendants and were not paid wages within the times specified by California Labor Code §§ 201-203 and are owed restitution for waiting time penalties deriving from wages.

24. Plaintiff reserves the right to establish additional sub-classes as appropriate.

25. At all material times, Plaintiff was a member of the Class.

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

(a) Numerosity: The members of the class (and each subclass) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom there is a shared, well-defined community of interest. Plaintiff's claims (or defenses, if any) are typical of all Class members' as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that Plaintiff has an obligation to make known to the Court any relationship, conflicts or differences with any Class member. Plaintiff's attorneys, the proposed

Class counsel, are versed in the rules governing class action discovery, certification, and settlement.

- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. Class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- (e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass) that predominate over questions affecting only individual members, including but not limited to:

- (a) Whether Defendants' failure to pay overtime wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- (b) Whether Defendants' timekeeping system and policies failed to record all hours worked by Plaintiffs and Class members;
- (c) Whether Defendants owe Plaintiffs and Class members overtime pay for work over eight hours per day and/or over forty hours per week;
- (d) Whether Defendants' conduct was willful or reckless;
- (e) Whether Defendants violated California Labor Code § 226 by failing to

1 timely furnish Plaintiff and Class members with accurate wage
2 statements or appropriate meal and rest periods;

3 (f) Whether Defendants failed to timely pay all wages due to Plaintiff and
4 Class members upon their discharge or resignation;

5 (g) Whether Defendants engaged in unfair business practices in violation of
6 California Business & Professions Code § 17200, et seq.; and

7 (h) The appropriate amount of damages, restitution, or monetary penalties
8 resulting from Defendants' violations of California law.

9
10 **FIRST CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 510—Unpaid Overtime**

12 **(By the Plaintiff and Class against All Defendants)**

13 28. Plaintiff incorporates all paragraphs above as though fully set forth herein.

14 29. California Labor Code § 510 provides that employees in California shall not be
15 employed more than eight hours in any workday or forty hours in a workweek unless they
16 receive additional compensation beyond their regular wages in amounts specified by law.
17 California Labor Code § 510 further provides that any work in excess of twelve hours in one
18 day and for all hours worked in excess of eight hours on the seventh consecutive day of work
19 in a workweek shall be compensated at the rate of no less than twice the regular rate of pay
20 for an employee.

21 30. California Labor Code §§ 1194 and 1198 provide that employees in California
22 shall not be employed more than eight hours in any workday unless they receive additional
23 compensation beyond their regular wages in amounts specified by law. Additionally,
24 California Labor Code § 1198 states that the employment of an employee for longer hours
25 than those fixed by the IWC is unlawful. The governing Wage Order of the IWC requires,
26 among other things, payment of a premium wage rate for all hours worked in excess of eight
27 hours per day or forty hours per week.

28 31. At all times relevant hereto, Defendants failed to pay Plaintiff and Class

1 members accurate overtime compensation for the hours they have worked in excess of the
2 maximum hours permissible by law as required by California Labor Code § 510 and 1198 as
3 described in more detail above. The overtime rate was repeatedly miscalculated, as well as
4 the doubletime rate by failing to include differential pay in the “regular rate” calculation.
5 There was also rounding that eliminated overtime in some cases for plaintiff and the class.

6 32. By virtue of Defendants’ unlawful failure to pay additional, premium rate
7 compensation to Plaintiff and Class members for their overtime hours worked, Plaintiff and
8 Class members have suffered, and will continue to suffer, damages in amounts which are
9 presently unknown to them but which exceed the jurisdictional limits of this Court and which
10 will be ascertained according to proof at trial.

11 33. Plaintiff and Class members request recovery of overtime compensation and
12 minimum wage compensation according to proof, interest, attorney’s fees and costs pursuant
13 to California Labor Code § 1194(a), liquidated damages under Labor Code §1194.2, as well
14 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
15 California Labor Code and/or other statutes. Further, Plaintiff and Class members are
16 entitled to seek and recover reasonable attorneys’ fees and costs pursuant to California Labor
17 Code § 1194.

18 **SECOND CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 226(a)—**

20 **Non-compliant Wage Statements**

21 **(By the Plaintiff and Class and against all Defendants)**

22 34. Plaintiff incorporates all paragraphs above as though fully set forth herein.

23 35. At all material times set forth herein, California Labor Code § 226(a) provides
24 that every employer shall furnish each of his or her employees an accurate itemized wage
25 statement in writing showing nine pieces of information, including: (1) gross wages earned,
26 (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
27 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
28

1 that all deductions made on written orders of the employee may be aggregated and shown as
2 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee
3 is paid, (7) the name of the employee and the last four digits of his or her social security
4 number or an employee identification number other than a social security number, (8) the
5 name and address of the legal entity that is the employer, and (9) all applicable hourly rates
6 in effect during the pay period and the corresponding number of hours worked at each hourly
7 rate by the employee.

8 40. Defendants have intentionally and willfully failed to provide employees with complete
and accurate wage statements. The deficiencies include, among other things, the failure to correctly
identify the total hours worked and the gross wages earned by Plaintiff and Class members; the
correct deductions; meal and rest break premiums; and the overtime hours worked by Plaintiff and
Class members.

13 41. Additionally, as a result of Defendants conduct as alleged herein, Defendants
14 failed to maintain accurate records on actual hours worked by Plaintiff and Class members.
15 Therefore, Defendants have also violated California Labor Code § 1174.

16 42. As a result of Defendants' violation of California Labor Code §§ 226(a) and
17 1174, Plaintiff and Class members have suffered injury and damage to their statutorily-
18 protected rights.

19 43. Specifically Plaintiff and Class members have been injured by Defendants'
20 intentional violation of California Labor Code § 226(a) because they were denied both their
21 legal right to receive, and their protected interest in receiving, accurate, itemized wage
22 statements under California Labor Code § 226(a).

23 44. Plaintiff was also injured as a result of having to bring this action to attempt to
24 obtain correct wage information following Defendants' refusal to comply with many of the
25 mandates of California's Labor Code and related laws and regulations.

26 45. Plaintiff and Class members are entitled to recover from Defendants the greater
27 of their actual damages caused by Defendants' failure to comply with California Labor Code §
28 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

46. Plaintiff and Class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g).

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 201-203—

Failure to Pay All Wages and on a Timely Basis

(By the Plaintiff and Class and against all Defendants)

47. Plaintiff incorporates all paragraphs above as though fully set forth herein.

48. As alleged herein, Plaintiffs and Class members did not receive minimum, overtime and regular wages during their employment and at the time of termination, as applicable.

49. At all relevant times herein and as alleged herein, Defendants failed to pay to Plaintiff and Class members all wages by the times required by law in that the time periods set forth by California Labor Code § 204 regarding the time of wage payments were not adhered to and all regular wages were not paid.

50. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

51. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Class members who are no longer employed by Defendants their wages, earned and unpaid, either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

52. Plaintiff's and Class members' final paychecks did not include all wages, including overtime wages, owed to Plaintiff and Class members.

53. Defendants' failure to pay Plaintiff and those Class members who are no longer

1 employed by Defendants their wages earned and unpaid at the time of discharge is in violation
2 of California Labor Code §§ 201 and 202.

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

7 55. Plaintiffs and Class members are entitled to recover from Defendants their
8 additionally accruing wages for each day they were not paid, at their regular hourly rate of
9 pay, up to thirty days maximum pursuant to California Labor Code § 203.

10 56. Plaintiffs and Class members seek to recover the unpaid balance of the full
11 amount of the unpaid regular wages and interest thereon, reasonable attorneys' fees and costs
12 of the suit to the fullest extent permissible including those permitted pursuant to the California
13 Labor Code §§ 203, 218.5, 218.6 and Code of Civil Procedure § 1021.5.

14
15
16
17 **FOURTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226.7 and 512(a)—Unpaid Meal Period Premiums**

19 **(By the Plaintiff and Class and against all Defendants)**
20

21 57. Plaintiff incorporates all paragraphs above as though fully set forth herein.

22 58. The applicable IWC Wage Order and California Labor Code §§ 226.7 and
23 512(a) were applicable to Plaintiff's employment by Defendants.

24 59. California Labor Code § 226.7 provides that no employer shall require an
25 employee to work during any meal period mandated by an applicable order of the California
26 IWC.

27 60. The applicable IWC Wage Order and California Labor Code § 512(a) provide
28 that an employer may not require, cause or permit an employee to work for a period of more

1 than five hours per day without providing the employee with an uninterrupted meal period of
2 not less than thirty minutes, except that if the total work period per day of the employee is
3 not more than six hours, the meal period may be waived by mutual consent of both the
4 employer and the employee.

5 61. Plaintiff and Class members were required to work for periods longer than five
6 hours without an uninterrupted meal period of not less than thirty minutes. Plaintiff and
7 Class members were not authorized or permitted lawful meal periods, and were not provided
8 with one hour's wages in lieu thereof in violation of, among others, California Labor Code §§
9 226.7, 512, and applicable IWC Wage Orders.

10 62. Defendants willfully required Plaintiff and Class members to work during meal
11 periods and failed to compensate Plaintiff and Class members for work performed during
12 meal periods.

13 63. Defendants failed to pay Plaintiff and Class members the full meal period
14 premium due pursuant to California Labor Code § 226.7.

15 64. Defendants' conduct violates the applicable IWC Wage Orders and California
16 Labor Code §§ 226.7 and 512(a).

17 65. Pursuant to the applicable IWC Wage Order and California Labor Code §
18 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional
19 hour of pay at the employee's regular hourly rate of compensation for each work day that the
20 meal period was not provided.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of California Labor Code § 226.7—Unpaid Rest Period Premiums**

23 **(By the Plaintiff and Class and against all Defendants)**

24 66. Plaintiff incorporates all paragraphs above as though fully set forth herein.

25 67. The applicable IWC Wage Order and California Labor Code § 226.7 were
26 applicable to Plaintiff's employment by Defendants.

27 68. California Labor Code § 226.7 provides that no employer shall require an
28 employee to work during any rest period mandated by an applicable order of the California

IWC.

69. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof” unless the total daily work time is less than three and one-half hours.

70. Defendants required Plaintiff and Class members to work four or more hours without authorizing or permitting a ten minute rest period per each four hour period worked.

71. Defendants willfully required Plaintiff and Class members to work during rest periods and failed to compensate Plaintiff for work performed during rest periods.

72. Defendants failed to pay Plaintiff and Class members the full rest period premium due pursuant to California Labor Code § 226.7.

73. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

74. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional hour of pay at the employee’s regular hourly rate of compensation for each work day that the rest period was not provided.

SIXTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, et seq.

(By the Plaintiff and Class and against all Defendants)

75. Plaintiffs incorporates all paragraphs above as though fully set forth herein.

76. Defendants, and each of them, are “persons” as defined under Business & Professions Code § 17021.

77. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, Class members, and to the general public. Plaintiffs seek

1 to enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure § 1021.5.

3 78. Defendants' activities, as alleged herein, are violations of California law, and
4 constitute unlawful business acts and practices in violation of California Business &
5 Professions Code § 17200, et seq.

6 79. A violation of California Business & Professions Code § 17200, et seq. may be
7 predicated on the violation of any state or federal law. All of the acts described herein as
8 violations of, among other things, the California Labor Code and IWC Wage Orders, are
9 unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive,
10 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent
11 business practices in violation of California Business and Professions Code § 17200, et seq.

12 **Failing to Pay Prevailing/Minimum Wages/Overtime**

13 80. Defendants' failure to pay prevailing wage and overtime compensation and
14 other benefits in violation of California Labor Code §§ 510 and 1198 constitutes unlawful
15 and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

16 **Failing to Timely Pay Wages Upon Termination**

17 81. Defendants' failure to timely pay wages upon termination in accordance with
18 California Labor Code §§ 201 and 202, as alleged above, constitutes unlawful and/or unfair
19 activity prohibited by Business and Professions Code § 17200, et seq.

20 **Failing to Provide Accurate Itemized Wage Statements**

21 82. Defendants' failure to provide accurate itemized wage statements in accordance
22 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair
23 activity prohibited by Business and Professions Code § 17200, et seq.

24 **Failing to Accurately Record Hours Worked**

25 83. Defendants' failure to accurately record working hours, including the beginning
26 and end of a meal period in accordance with California Labor Code § 558, 1174, and 1198, as
27 alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
28 Professions Code § 17200, et seq.

1 84. By and through their unfair, unlawful and/or fraudulent business practices
2 described herein, Defendants have obtained valuable property, money and services from
3 Plaintiffs, and all persons similarly situated, and have deprived Plaintiff, and all persons
4 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

5 85. Plaintiff and Class members suffered monetary injury as a direct result of
6 Defendants' wrongful conduct.

7 86. Plaintiff, individually, and on behalf of Class members, are entitled to, and do,
8 seek such relief as may be necessary to disgorge the profits which the Defendants have
9 acquired, or of which Plaintiffs have been deprived, by means of the above-described unfair,
10 unlawful and/or fraudulent business practices. Plaintiffs and Class members are not obligated
11 to establish individual knowledge of the unfair practices of Defendants in order to recover
12 restitution.

13 87. Plaintiff, individually, and on behalf of Class members, are further entitled to
14 and do seek a declaration that the above described business practices are unfair, unlawful
15 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
16 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
17 in the future.

18 88. Plaintiff, individually, and on behalf of Class members, have no plain, speedy,
19 and/or adequate remedy at law to redress the injuries which they has suffered as a
20 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result
21 of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
22 individually, and on behalf of Class members, have suffered and will continue to suffer
23 irreparable harm unless Defendants, and each of them, are restrained from continuing to
24 engage in said unfair, unlawful and/or fraudulent business practices.

25 89. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff
26 and Class members are entitled to restitution of the wages withheld and retained by
27 Defendants during a period that commences four years prior to the filing of this complaint; a
28 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and

Class members, disgorgement of profits obtained through payroll tax and worker's compensation fraud; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.
 - (a) That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198, and applicable IWC Wage Orders by wilfully failing to pay all overtime wages and prevailing wages due to Plaintiff and Class members;
 - (b) For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
 - (c) For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
 - (d) For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
 - (e) For such other and further relief as the Court may deem equitable and appropriate.
4. For statutory penalties and liquidated damages under Labor Code 1194.2;
 - (a) For reasonable attorneys' fees and for costs of suit incurred herein; and for such other and further relief as the Court may deem equitable and appropriate.
 - (b) That the Court declare, adjudge and decree that Defendants

violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and Class members, and wilfully failed to provide accurate itemized wage statements thereto;

(c) For all actual, consequential and incidental losses and damages, according to proof;

5. For statutory penalties pursuant to California Labor Code § 226(e);

(a) For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g); and,

(b) For such other and further relief as the Court may deem equitable and appropriate.

(c) That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by wilfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other terminated Class members;

(d) For all actual, consequential and incidental losses and damages, according to proof;

(e) For statutory wage penalties pursuant to California Labor Code § 203 for all Class members who have left Defendants' employ;

(f) For pre-judgment interest on any unpaid wages from the date such amounts were due; and,

(g) For such other and further relief as the Court may deem equitable and appropriate.

(h) That the Court declare, adjudge and decree that Defendants violated the following California Labor Code §§ 510 and 1198 (by failing to provide Plaintiff and Class members all overtime compensation);

(i) dollars (\$100) for each violation per pay period for the initial

- 1 violation and two hundred dollars (\$200) for each aggrieved
- 2 (j) That the Court declare, adjudge and decree that Defendants
- 3 violated California Business and Professions Code §§ 17200, et
- 4 seq. by failing to provide Plaintiffs and Class members all
- 5 overtime compensation due to them; by failing to provide all meal
- 6 and rest periods and failing to pay for all missed meal and rest
- 7 periods; by failing to pay timely and earned wages upon
- 8 termination; and by failing to provide accurate itemized wage
- 9 statements;
- 10 (k) For restitution of unpaid wages to Plaintiffs and all Class
- 11 members and prejudgment interest from the day such amounts
- 12 were due and payable;
- 13 (l) For the appointment of a receiver to receive, manage and
- 14 distribute any and all funds disgorged from Defendants and
- 15 determined to have been wrongfully acquired by Defendants as a
- 16 result of violations of California Business & Professions Code §§
- 17 17200 et seq.;
- 18 (m) For reasonable attorneys' fees and costs of suit incurred herein
- 19 pursuant to California Code of Civil Procedure § 1021.5;
- 20 (n) For injunctive relief to ensure compliance with this section,
- 21 including amending company practices and policies, pursuant to
- 22 California Business & Professions Code § 17200, et seq.; and,
- 23 (o) For such other and further relief as the Court may deem equitable
- 24 and appropriate.
- 25
- 26
- 27
- 28

Respectfully Submitted,

1
2 Dated: April 28, 2020

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

3
4 By 
Brent S. Buchsbaum
Attorneys for Plaintiff,

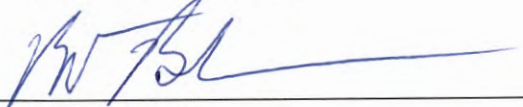
5
6
7
8 **DEMAND FOR JURY TRIAL**

9
10 Plaintiff hereby respectfully demands a jury trial.

11
12 Respectfully Submitted,

13 Dated: April 28, 2020

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

14
15 By 
Brent S. Buchsbaum
Attorneys for Plaintiffs