

COPY

HEATHER DAVIS, SBN 239372  
heather@protectionlawgroup.com  
AMIR NAYEBDADASH, SBN 232204  
amir@protectionlawgroup.com  
S. EMI MINNE, SBN 253179  
emi@protectionlawgroup.com  
**PROTECTION LAW GROUP, LLP**  
136 Main Street, Suite A  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

Attorneys for Plaintiff  
Rolando Tonloy

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

**JUL 20 2020**

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, Deputy

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

ROLANDO TONLOY, individually and on  
behalf of others similarly situated,

Plaintiff,

vs.

SOUTHERN COUNTIES TERMINALS  
dba GRILEY AIR FREIGHT, a California  
Corporation; PEOPLEASE LLC, a South  
Carolina limited liability company; and  
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV18920

**FIRST AMENDED CLASS ACTION AND  
REPRESENTATIVE ACTION  
COMPLAINT**

**DEMAND FOR TRIAL BY JURY**

- (1) VIOLATION OF CALIFORNIA  
LABOR CODE §§ 510 AND 1198  
(UNPAID OVERTIME)
- (2) VIOLATION OF CALIFORNIA  
LABOR CODE §§ 226.7 AND 512(a)  
(UNPAID MEAL PERIOD  
PREMIUMS)
- (3) VIOLATION OF CALIFORNIA  
LABOR CODE § 226.7 (UNPAID  
REST PERIOD PREMIUMS)
- (4) VIOLATION OF CALIFORNIA  
LABOR CODE §§ 1194, 1197 AND  
1197.1 (UNPAID MINIMUM  
WAGES)
- (5) VIOLATION OF CALIFORNIA  
LABOR CODE §§ 201, 202 AND 203  
(FINAL WAGES NOT TIMELY  
PAID)
- (6) VIOLATION OF CALIFORNIA  
LABOR CODE §§ 204 (WAGES  
NOT TIMELY PAID DURING  
EMPLOYMENT)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- (7) VIOLATION OF CALIFORNIA  
LABOR CODE § 226(a) (FAILURE  
TO PROVIDE ACCURATE WAGE  
STATEMENTS)**
- (8) VIOLATION OF CALIFORNIA  
LABOR CODE § 1174 (d)  
(FAILURE TO KEEP ACCURATE  
PAYROLL RECORDS)**
- (9) VIOLATION OF CALIFORNIA  
LABOR CODE § 227.3 (UNPAID  
VACATION TIME)**
- (10) VIOLATION OF CALIFORNIA  
BUSINESS AND PROFESSIONS  
CODE § 17200, ET SEQ.**
- (11) VIOLATION OF CALIFORNIA  
LABOR CODE § 2699, ET SEQ.  
(PRIVATE ATTORNEYS  
GENERAL ACT)**

1 Plaintiff Rolando Tonloy (“Plaintiff”) individually and on behalf of other members of the  
2 general public similarly situated, and as a private attorney general, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. Plaintiff brings this action against Defendants SOUTHERN COUNTIES  
5 TERMINALS dba GRILEY AIR FREIGHT, PEOPLEASE LLC, and DOES 1 THROUGH 50  
6 (hereinafter also collectively referred to as “Defendants”) for California Labor Code violations,  
7 unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime  
8 compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure  
9 to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements,  
10 failure to maintain accurate payroll records, and failure to pay accrued but unused vacation time.

11 2. Plaintiff’s First through Tenth Causes of Action are brought as a class action on  
12 behalf of himself and similarly situated current and former employees of Defendants (hereinafter  
13 collectively referred to as the “Class” or “Class Members”, as defined more fully in paragraph  
14 14, below) pursuant to California Code of Civil Procedure section 382. The monetary damages  
15 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court  
16 and will be established according to proof at trial.

17 3. Plaintiff’s Eleventh Cause of Action is brought as a representative action on behalf  
18 of himself and certain other current and former employees of Defendants against whom one or  
19 more of the alleged violations was committed (hereinafter collectively referred to as the  
20 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an  
21 aggrieved employee against whom one or more of the alleged violations occurred. The civil  
22 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will  
23 be established according to proof at trial.

24 4. The Court has jurisdiction over this action pursuant to the California Constitution,  
25 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”  
26 except those given by statute to other courts. The statutes under which this action is brought do  
27 not specify any other basis for jurisdiction.

28 5. This Court has jurisdiction over Defendants because, upon information and belief,

1 Defendants are citizens of California, have sufficient minimum contacts in California, or  
2 otherwise intentionally avail themselves of the California market so as to render the exercise of  
3 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
4 substantial justice.

5 6. Venue is proper in this Court because, upon information and belief, Defendants  
6 maintain offices, have agents, and/or transact business in the State of California, County of Los  
7 Angeles.

### 8 **PARTIES**

9 7. Plaintiff Rolando Tonloy is an individual residing in the County of Los Angeles,  
10 State of California.

11 8. Defendant SOUTHERN COUNTIES TERMINALS dba GRILEY AIR FREIGHT  
12 is and at all times herein mentioned was, a corporation organized and existing under the laws of  
13 the State of California and registered to do business in the state of California.

14 9. Defendant PEOPLEASE LLC is and at all times herein mentioned was, a limited  
15 liability company organized and existing under the laws of the State of South Carolina and  
16 registered to do business in the state of California.

17 10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,  
18 and therefore sues these defendants by such fictitious names. The Doe defendants may be  
19 individuals, partnerships, or corporations. Plaintiff is informed and believe, and thereon alleges,  
20 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,  
21 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at  
22 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and  
23 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this  
24 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and  
25 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in  
26 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged  
27 were proximately caused by its conduct. DEFENDANTS SOUTHERN COUNTIES  
28 TERMINALS dba GRILEY AIR FREIGHT, PEOPLEASE LLC, and Doe Defendants 1 through

50 are collectively referred to herein as “Defendants.”

11. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

12. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

### **CLASS ACTION ALLEGATIONS**

13. Plaintiff brings the First through Tenth Causes of Action as class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants who performed work for DEFENDANT SOUTHERN COUNTIES TERMINALS dba GRILEY AIR FREIGHT within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the “Class” or “Class Members.”)

15. Plaintiff reserves the right to establish other subclasses as appropriate.

16. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class

Members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other Class Members to work more

1 than eight (8) hours per day and/or more than forty (40) hours per week and failed  
2 to pay the legally required overtime compensation to Plaintiff and the other Class  
3 Members;

4 d. Whether Defendants deprived Plaintiff and the other Class Members of meal  
5 and/or rest periods or required Plaintiff and the other Class Members to work  
6 during meal and/or rest periods without compensation;

7 e. Whether Defendants failed to pay meal period premium wages to Class Members  
8 when they were not provided with a legally compliant meal period;

9 f. Whether Defendants failed to pay rest period premium wages to class Members  
10 when they were not authorized and permitted to take legally compliant rest  
11 periods.

12 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class  
13 Members for all hours worked;

14 h. Whether Defendants failed to pay Plaintiff and the other Class Members the  
15 required minimum wage pursuant to California law;

16 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper  
17 overtime compensation pursuant to California law;

18 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class  
19 Members within the time required upon their discharge or resignation from  
20 employment;

21 k. Whether Defendants failed to pay accrued and unused vacation time in violation  
22 of Labor Code section 227.3;

23 l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other  
24 Class Members during their employment;

25 m. Whether Defendants complied with wage reporting as required by the California  
26 Labor Code, including section 226;

27 n. Whether Defendants kept complete and accurate payroll records as required by  
28 the California Labor Code, including section 1174(d);

- o. Whether Defendants' conduct was with malice, fraud or oppression;
- p. Whether Defendants' conduct was willful or reckless;
- q. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. based on its improper withholding of compensation and deduction of wages;
- r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- s. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

### **GENERAL ALLEGATIONS**

18. Defendant SOUTHERN COUNTIES TERMINALS dba GRILEY AIR FREIGHT is an intrastate trucking company that provides warehousing, distribution and cargo screening services throughout California.

19. Defendant PEOPLEASE LLC is a professional employer organization that provides services to employers, including Southern Counties Terminals dba Griley Air Freight.

20. Defendants employed Plaintiff to work as a driver from approximately July 2009 to March 2020.

21. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

22. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class, and the Aggrieved Employees.

23. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

24. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt

1 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring  
2 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation,  
3 thereby failing to pay them for all hours worked, including minimum and overtime wages.  
4 Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved  
5 Employees from accurately recording the actual time worked, resulting in a failure to pay  
6 Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants  
7 routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and  
8 duty-free meal periods and rest periods in violation of California law. Defendants also failed to  
9 pay Plaintiff, the Class, and the Aggrieved Employees all accrued vacation time upon termination  
10 of employment.

11 25. Throughout the time period involved in this case, Defendants have implemented  
12 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees  
13 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,  
14 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish  
15 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,  
16 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable  
17 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,  
18 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later  
19 than the end of their fifth hour of work and/or from taking a second thirty (30) minute  
20 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten  
21 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff,  
22 the Class, and the Aggrieved Employees.

23 26. Throughout the time period involved in this case, Defendants did not adequately  
24 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under  
25 California law. Moreover, Defendants systematically disregarded their own written policies  
26 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved  
27 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,  
28 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free meal

1 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their  
2 meal periods, for which they were not compensated. Defendants also required Plaintiff, the Class,  
3 and the Aggrieved Employees to remain on call and respond to work-related requests at all times,  
4 including during purported meal periods, which included requiring Plaintiff, the Class and the  
5 Aggrieved Employees to monitor and respond to cell phones or other communication devices and  
6 respond to in-person verbal interruptions.

7 27. Throughout the time period involved in this case, Defendants failed to pay  
8 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were  
9 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
10 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all  
11 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
12 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants  
13 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the  
14 Aggrieved Employees, and routinely failed pay one additional hour of pay to Plaintiff, the Class,  
15 and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short,  
late, and/or interrupted.

16 28. Throughout the time period involved in this case, Defendants have implemented  
17 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from  
18 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and  
19 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest  
20 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,  
21 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to  
22 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each  
23 work period.

24 29. Throughout the time period involved in this case, Defendants did not adequately  
25 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under  
26 California law. Moreover, Defendants systematically disregarded their own written policies  
27 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved  
28

1 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,  
2 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and  
3 duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees  
4 to work through their rest periods. Defendants also required Plaintiff, the Class, and the Aggrieved  
5 Employees to remain on call and respond to work-related requests at all times, including during  
6 purported rest periods, which included requiring Plaintiff, the Class and the Aggrieved Employees  
7 to monitor and respond to cell phones or other communication devices and respond to in-person  
8 verbal interruptions.

9 30. Throughout the time period involved in this case, Defendants failed to pay  
10 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were  
11 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
12 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all  
13 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period  
14 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely  
15 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free  
16 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved  
17 Employees at their regular rate of pay when a rest period was missed, short, late and/or  
18 interrupted.

19 31. Throughout the time period involved in this case, Defendant regularly required  
20 Plaintiff, the Class, and the Aggrieved Employees to perform work off-the-clock. Although  
21 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and  
22 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and  
23 the Aggrieved Employees were regularly required to perform work off-the-clock for which they  
24 were not compensated.

25 32. Throughout the time period involved in this case, Defendants implemented policies  
26 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the  
27 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees  
28 all wages owed.

1        33.        Throughout the time period involved in this case, Defendants routinely required  
2 Plaintiff, the Class, and the Aggrieved Employees to undergo security checks while off the clock.  
3 Defendants did not compensate Plaintiff, the Class, and the Aggrieved Employees for spent spend  
4 undergoing these security checks.

5        34.        Throughout the time period involved in this case, Plaintiff, the Class, and the  
6 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a  
7 week.

8        35.        Throughout the time period involved in this case, Defendants regularly failed to  
9 pay overtime compensation to Plaintiff, the Class, and the Aggrieved Employees when they  
10 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work  
11 week. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved  
12 Employees were entitled to receive certain wages for overtime compensation and that they were  
13 not receiving wages for overtime compensation.

14        36.        Throughout the time period involved in this case, Defendants regularly failed to  
15 pay overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked  
16 based on regular rates of pay correctly calculated to include all applicable remuneration.

17        37.        Throughout the time period involved in this case, Defendants regularly failed to  
18 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours  
19 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved  
20 Employees were entitled to receive at least minimum wages for all hours worked and that they  
21 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay  
22 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved  
23 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the  
24 Class, and the Aggrieved Employees to perform work off the clock, failing to accurately record  
25 all time worked by Plaintiff, the Class, and the Aggrieved Employees, and requiring Plaintiff, the  
26 Class, and the Aggrieved Employees to undergo security checks while off the clock.

27        38.        Throughout the time period involved in this case, Defendants regularly failed to  
28 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or

1 resignation. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved  
2 Employees were entitled to receive all wages owed to them upon termination within the time  
3 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved  
4 Employees did not receive payment of all final wages owed to them upon discharge or resignation,  
5 including overtime compensation and minimum wages within any time permissible under  
6 California Labor Code section 202.

7 39. Throughout the time period involved in this case, Defendants regularly failed to  
8 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible  
9 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew  
10 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to  
11 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved  
12 Employees did not receive payment of all wages, including overtime compensation, minimum  
13 wages, meal and rest period premiums, and vested by unused vacation time, within any time  
14 permissible under California Labor Code section 204.

15 40. Throughout the time period involved in this case, Defendants regularly failed to  
16 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved  
17 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved  
18 Employees were entitled to receive complete and accurate wage statements in accordance with  
19 California law, but, in fact, they did not receive complete and accurate wage statements from  
20 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours  
21 worked, the actual gross wages earned, and the correct rates of pay.

22 41. Throughout the time period involved in this case, Defendants regularly failed to  
23 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.  
24 Defendants knew or should have known that Defendants were required keep complete and  
25 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with  
26 California law, but, in fact, did not keep complete and accurate payroll records.

27 42. Throughout the time period involved in this case, Defendants regularly failed to  
28 pay Plaintiff, the Class, and Aggrieved Employees for vested but unused vacation time.

1 Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees were  
2 entitled to receive all wages owed to them upon termination, including vested and unused vacation  
3 time. Plaintiff, the Class, and Aggrieved Employees did not receive payment of all final wages  
4 owed to them upon discharge or resignation, including vested and unused vacation time.

5 43. Throughout the time period involved in this case, Defendants knew or should have  
6 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees  
7 pursuant to California law. Defendants had the financial ability to pay such compensation, but  
8 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the  
9 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase  
10 Defendants' profits.

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

### 14 **FIRST CAUSE OF ACTION**

#### 15 **(Violation of California Labor Code §§ 510 and 1198)**

#### 16 **(Against All Defendants)**

17 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
18 every allegation set forth above.

19 46. California Labor Code section 1198 and the applicable Industrial Welfare  
20 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
21 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
22 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

23 47. Specifically, the applicable IWC Wage Order provides that Defendants are and  
24 were required to pay Plaintiff and the other Class Members employed by Defendants, and working  
25 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of  
26 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty  
27 (40) hours in a workweek.

28 48. The applicable IWC Wage Order further provides that Defendants are and were

1 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular  
2 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked  
3 in excess of eight (8) hours on the seventh day of work in a workweek.

4 49. California Labor Code section 510 codifies the right to overtime compensation at  
5 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a  
6 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of  
7 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess  
8 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

9 50. During the relevant time period, Plaintiff and the other Class Members regularly  
10 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

11 51. During the relevant time period, Defendants intentionally and willfully failed to  
12 pay overtime wages owed to Plaintiff and the other Class Members.

13 52. Defendants' failure to pay Plaintiff and the other Class Members the unpaid  
14 balance of overtime compensation, as required by California laws, violates the provisions of  
15 California Labor Code sections 510 and 1198, and is therefore unlawful.

16 53. Pursuant to California Labor Code section 1194, Plaintiff and the other Class  
17 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
18 attorneys' fees.

## 19 **SECOND CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 **(Against All Defendants)**

22 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
23 every allegation set forth above.

24 55. At all relevant times, the relevant IWC Order and California Labor Code sections  
25 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by  
26 Defendants.

27 56. At all relevant times, California Labor Code section 226.7 provides that no  
28 employer shall require an employee to work during any meal or rest period mandated by an

1 applicable order of the California IWC.

2 57. At all relevant times, the applicable IWC Wage Order and California Labor Code  
3 section 512(a) provide that an employer may not require, cause or permit an employee to work  
4 for a work period of more than five (5) hours per day without providing the employee with a meal  
5 period of not less than thirty (30) minutes, except that if the total work period per day of the  
6 employee is no more than six (6) hours, the meal period may be waived by mutual consent of  
7 both the employer and employee.

8 58. At all relevant times, California Labor Code section 512(a) further provides that  
9 an employer may not require, cause or permit an employee to work for a work period of more  
10 than ten (10) hours per day without providing the employee with a second uninterrupted meal  
11 period of not less than thirty (30) minutes, except that if the total hours worked is no more than  
12 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and  
the employee only if the first meal period was not waived.

13 59. During the relevant time period, Plaintiff and the other Class Members who were  
14 scheduled to work for a period of time longer than six (6) hours, and who did not waive their  
15 legally-mandated meal periods by mutual consent, were required to work for periods longer than  
16 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

17 60. During the relevant time period, Plaintiff and the other Class Members who were  
18 scheduled to work for a period of time in excess of ten (10) hours were required to work for  
19 periods longer than ten (10) hours without a second uninterrupted meal period of not less than  
20 thirty (30) minutes.

21 61. During the relevant time period, Defendants intentionally and willfully required  
22 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that  
23 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class  
24 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

25 62. During the relevant time period, Defendants failed to pay Plaintiff and the other  
26 Class Members the full meal period premiums due pursuant to California Labor Code section  
27 226.7.  
28

63. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

64. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

**THIRD CAUSE OF ACTION**  
**(Violation of California Labor Code § 226.7)**  
**(Against All Defendants)**

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

66. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by Defendants.

67. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

68. At all relevant times, 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 (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

69. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

70. During the relevant time period, Defendants willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other class

1 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class  
2 members to take uninterrupted, duty-free rest breaks.

3 71. During the relevant time period, Defendants failed to pay Plaintiff and the other  
4 Class Members the full rest period premium due pursuant to California Labor Code section 226.7  
5 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and  
6 other Class Members from taking uninterrupted rest periods.

7 72. Defendants' conduct violates applicable IWC Wage Orders and California Labor  
8 Code section 226.7.

9 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
10 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one  
11 additional hour of pay at the employees' regular hourly rate of compensation for each work day  
12 that the rest period was not provided.

#### 13 **FOURTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

15 **(Against All Defendants)**

16 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
17 every allegation set forth above.

18 75. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1  
19 provide that the minimum wage to be paid to employees and the payment of a lesser wage than  
20 the minimum so fixed is unlawful.

21 76. During the relevant time period, Defendants regularly failed to pay minimum wage  
22 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections  
23 1194, 1197, and 1197.1.

24 77. Defendants' failure to pay Plaintiff and the other Class Members the minimum  
25 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
26 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance  
27 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated  
28 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

1        78. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class  
2 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully  
3 unpaid and interest thereon.

4                                    **FIFTH CAUSE OF ACTION**

5                                    **(Violation of California Labor Code §§ 201, 202, 203)**

6                                    **(Against All Defendants)**

7        79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
8 every allegation set forth above.

9        80. At all relevant times herein set forth, California Labor Code sections 201 and 202  
10 provide that if an employer discharges an employee, the wages earned and unpaid at the time of  
11 discharge are due and payable immediately, and if an employee quits his or her employment, his  
12 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the  
13 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case  
14 the employee is entitled to his or her wages at the time of quitting.

15        81. During the relevant time period, the employment of Plaintiff and many other Class  
16 Members with Defendant ended, i.e. was terminated by quitting or discharge. Defendants  
17 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer  
18 employed by Defendants all of their wages, earned and unpaid, including but not limited to  
19 minimum wages, straight time wages, overtime wages, and vested but unused vacation time,  
20 within seventy-two (72) hours of their leaving Defendants' employ.

21        82. Defendants' failure to pay Plaintiff and other Class Members who are no longer  
22 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their  
23 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

28        84. Plaintiff and other Class Members who are no longer employed by Defendants are

entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

**SIXTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 204)**

**(Against All Defendants)**

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

86. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

87. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

88. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

89. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

**SEVENTH CAUSE OF ACTION**

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

**(Against All Defendants)**

90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

91. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized

statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

92. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

93. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

94. More specifically, Plaintiff and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

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

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

///

///

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 1174(d))**

3 **(Against All Defendants)**

4 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
5 every allegation set forth above.

6 98. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a  
7 central location in the state or at the plants or establishments at which employees are employed,  
8 payroll records showing the hours worked daily by and the wages paid to, and the number of  
9 piece-rate units earned by and any applicable piece rate paid to, employees employed at the  
10 respective plants or establishments. These records shall be kept in accordance with rules  
11 established for this purpose by the commission, but in any case, shall be kept on file for not less  
12 than three years.

13 99. Defendants have intentionally and willfully failed to keep accurate and complete  
14 payroll records showing the hours worked and the wages paid to Plaintiff and the Class.

15 100. Because of Defendants' violation of California Labor Code section 1174(d),  
16 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

17 101. More specifically, Plaintiff and the Class have been injured by Defendants'  
18 intentional and willful violation of California Labor Code section 1174(d) because they were  
19 denied both their legal right and protected interest, in having available, accurate and complete  
20 payroll records pursuant to California Labor Code section 1174(d).

21 **NINTH CAUSE OF ACTION**

22 **(Violation of California Labor Code § 227.3)**

23 **(Against All Defendants)**

24 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
25 every allegation set forth above.

26 103. California Labor Code § 227.3 affirms "whenever a contract of employment or  
27 employer policy provides for paid vacations, and an employee is terminated without having taken  
28 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in

1 accordance with such contract of employment or employer policy respecting eligibility or time  
2 served.”

3 104. Defendants’ failure to pay Class Members unused and accrued vested vacation  
4 time at the time of the Class Members’ separation from employment with Defendants violates  
5 Labor Code § 227.3.

6 105. As a direct and proximate result of Defendants’ conduct, Plaintiffs and similarly  
7 situated Class Members have suffered substantial losses according to proof, as well as pre-  
8 judgment interest, costs, and attorneys’ fees pursuant to statute and applicable law.

### 9 **TENTH CAUSE OF ACTION**

10 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

11 **(Against All Defendants)**

12 106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
13 every allegation set forth above.

14 107. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,  
15 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants’  
16 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest  
17 within the meaning of Code of Civil Procedure section 1021.5.

18 108. Defendants’ activities as alleged herein are violations of California law, and  
19 constitute unlawful business acts and practices in violation of California Business & Professions  
20 Code section 17200, *et seq.*

21 109. A violation of California Business & Professions Code section 17200, et seq. may  
22 be predicated on the violation of any state or federal law. In this instant case, Defendants’ policies  
23 and practices of requiring employees, including Plaintiff and the Class, to work overtime without  
24 paying them proper compensation violate California Labor Code sections 510 and 1198.  
25 Additionally, Defendants’ policies and practices of requiring employees, including Plaintiff and  
26 the Class, to work through their meal and rest periods without paying them proper compensation  
27 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants’ policies and  
28 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code

sections 201, 202, 203 and 204.

110. Defendants also violated California Labor Code sections, 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), and 227.3.

111. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

112. Plaintiff and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

113. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

### **ELEVENTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 2699, Et Seq.)**

#### **(Against All Defendants)**

114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

115. Plaintiff brings his twelfth cause of action as a representative action on behalf of himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA").

116. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current

1 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §  
2 2699(a).

3 117. Plaintiff was employed by Defendants and the Labor Code violations alleged above  
4 were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved  
5 employee” under PAGA.

6 118. As set forth in detail above, during all times relevant to this Action, Defendant  
7 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor  
8 Codes by:

- 9 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage  
10 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- 11 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime  
12 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- 13 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved  
14 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional  
15 hour of premium pay for meal period violations in violation of Labor Code §§  
16 226.7 and 512.
- 17 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to  
18 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved  
19 Employees an additional hour of premium pay for rest period violations in  
20 violation of Labor Code §§ 226.7 and 512.
- 21 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of  
22 their employment in violation of Labor Code § 203.
- 23 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed  
24 during employment in violation of Labor Code § 204.
- 25 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,  
26 itemized wage statements in violation of Labor Code § 226;
- 27 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved  
28 Employees’ work periods, meal periods, total daily hours, hours per pay period,

1 and applicable pay rates in violation of Labor Code § 1174(d) and the applicable  
2 IWC Wage Order.

- 3 i. Failing to pay Plaintiff and the Aggrieved Employees for all vested but unused  
4 vacation time in violation of Labor Code § 227.3.

5 119. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,  
6 individually and on behalf of the Aggrieved Employees and the State of California, requests and  
7 is entitled to recover penalties against Defendants for the Labor Code violations described above,  
8 including but not limited to penalties under California Code of Regulations Title section 11010,  
9 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5,  
10 and any and all additional penalties and sums as provided by the California Labor Code and/or  
11 other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown  
12 according to proof at trial.

13 120. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §  
14 2699.3. On May 14, 2020, Plaintiff, through his counsel of record, by online filing with the Labor  
15 and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified  
16 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders  
17 that Defendants have violated, including the facts and theories to support the violations, and of  
18 Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee  
19 required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have  
20 elapsed since the mailing of Plaintiff’s May 14, 2020 notice, and the Labor and Workforce  
21 Development Agency has not indicated that it intends to investigate the violations discussed in the  
22 notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and  
23 other Aggrieved Employees pursuant to Labor Code § 2699.3.

24 121. Plaintiff was compelled to retain the services of counsel to file this court action to  
25 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties  
26 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney’s fees and costs  
27 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

28 122. Plaintiff may amend this complaint as a matter of right pursuant to California

1 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods  
2 specified in Labor Code §2699.3

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
5 public similarly situated, and as a private attorney general, prays for relief and judgment against  
6 Defendants, jointly and severally, as follows:

7 **Class Certification**

- 8 1. That this action be certified as a class action;  
9 2. That Plaintiff be appointed as the representative of the Class;  
10 3. That counsel for Plaintiff be appointed as Class Counsel; and  
11 4. That Defendants provide to Class Counsel immediately the names and most  
12 current/last known contact information (address, e-mail and telephone numbers) of all class  
13 members.

14 **As to the First Cause of Action**

- 15 5. That the Court declare, adjudge and decree that Defendants violated California  
16 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
17 all overtime wages due to Plaintiff and other Class Members;

- 18 6. For general unpaid wages at overtime wage rates and such general and special  
19 damages as may be appropriate;

- 20 7. For pre-judgment interest on any unpaid overtime compensation commencing  
21 from the date such amounts were due;

- 22 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
23 California Labor Code section 1194;

- 24 9. For such other and further relief as the Court may deem just and proper.

25 **As to the Second Cause of Action**

- 26 10. That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
28 provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein;

16. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be

appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2;

29. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

34. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action**

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts

1 were due including interest pursuant to California Labor Code section 218.6;

2 38. For such other and further relief as the Court deems just and proper.

3 **As to the Seventh Cause of Action**

4 39. That the Court declare, adjudge and decree that Defendants violated the record  
5 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as  
6 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements  
7 thereto;

8 40. For actual, consequential and incidental losses and damages, according to proof;

9 41. For statutory penalties pursuant to California Labor Code section 226(e);

10 42. For such other and further relief as the Court may deem just and proper.

11 **As to the Eighth Cause of Action**

12 43. That the Court declare, adjudge and decree that Defendants violated California  
13 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for  
14 Plaintiff and the Class as required by California Labor Code section 1174(d);

15 44. For actual, consequential and incidental losses and damages, according to proof;

16 45. For statutory penalties pursuant to California Labor Code section 1174.5;

17 46. For such other and further relief as the court may deem just and proper.

18 **As to the Ninth Cause of Action**

19 47. That the Court declare, adjudge and decree that Defendants violated California  
20 Labor Code sections 227.3, 201, 202, and 203 by failing to pay Plaintiffs and the other class  
21 members for all vested and unpaid vacation wages;

22 48. For vested unpaid vacation wages and penalties according to proof;

23 49. For all interest on wages owed;

24 50. For all reasonably attorneys' fees and costs recoverable by law; and

25 51. For such other and further relief as the Court may deem just and proper.

26 **As to the Tenth Cause of Action**

27 52. That the Court decree, adjudge and decree that Defendants violated California  
28

Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 227.3, and 1174(d).

53. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

54. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5

56. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

57. For such other and further relief as the Court may deem just and proper.

**As to the Eleventh Cause of Action**

58. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of Cal. Labor Code;

59. Prejudgment interest at the legal rate pursuant to California Labor Code Section 218.6;

60. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

61. For such other relief as the Court deems just and proper

///

///

///

///

1 Dated: July 20, 2020

2 **PROTECTION LAW GROUP**

3 By: 

4 Heather Davis  
5 Amir Nayebdadash  
6 S. Emi Minne

7 Attorneys for Plaintiff  
8 ROLANDO TONLOY  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: July 20, 2020

**PROTECTION LAW GROUP**

By: 

Heather Davis  
Amir Nayebdadash  
S. Emi Minne

Attorneys for Plaintiff  
ROLANDO TONLOY