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FERNANDO PEREYRA,
individually and on behalf of the putative class

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 04 2020

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

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

FERNANDO PEREYRA,
individually and on behalf of the putative class,

Plaintiff,

v.

MAVERICK AEROSPACE, LLC., and DOES 1-
50 inclusive

Defendants.

CASE NO.: **20STCV29642**

CLASS ACTION COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Timely Pay Wages During Employment
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate, Itemized Wage Statements
9. Unfair and Unlawful Business Practices

[DEMAND FOR JURY TRIAL]

Plaintiff FERNANDO PEREYRA ("Plaintiff"), an individual, on behalf of Plaintiff and all other persons similarly situated, hereby alleges as follows:

INTRODUCTION

1. This is an action brought on behalf of Plaintiff and all similarly-situated employees who were subjected to one or more of the violations alleged herein (similarly situated employees) by Defendants Maverick Aerospace, LLC., (collectively "Defendants"). The term "RELEVANT TIME

PERIOD” or “TIME PERIOD” is defined as four (4) years prior to the filing of the Complaint. Plaintiff reserves the right to amend this Complaint to reflect a different “Time Period” as further discovery is conducted.

2. Plaintiff, individually and on behalf of the Similarly situated employees, seeks relief against Defendants for their: (1) failure to pay all wages due including regular and overtime wages and minimum wages; (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide rest periods or premium compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages due upon termination of employment; (6) failure to indemnify for expenditures or losses in discharge of duties; and (7) unfair business practices under Business and Professions Code section 17200, et seq.

3. At all relevant times herein, Defendants has consistently maintained and enforced the following unlawful policies and practices against Plaintiff and the Similarly situated employees:

- (a) Willfully refusing to pay all hours worked, including both regular, overtime, and minimum wages;
- (b) Willfully refusing to pay separate compensation for non-productive time worked;
- (c) Willfully refusing to permit off-duty meal periods or providing compensation in lieu thereof;
- (d) Willfully refusing to permit rest periods or providing compensation in lieu thereof;
- (e) Willfully refusing to furnish accurate itemized wage statements upon payment of wages;
- (f) Willfully refusing to pay all wages due upon separation of employment;
- (g) Willfully refusing to pay for expenditures or losses in the discharge of their duties; and
- (h) Willfully engaging in unfair business practices

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action. The penalties recoverable for

1 Plaintiff do not exceed seventy-five thousand dollars (\$75,000.00), and collectively amongst all similarly
2 situated employees do not exceed five million dollars (\$5,000,000.00).

3 5. Defendants are California corporations believed to be doing business in the State of
4 California.

5 6. Defendant Maverick Aerospace, LLC is a California Limited Liability Company with
6 headquarter offices located at 3718 Capitol Ave. City of Industry, CA. 90601. There is no federal question
7 at issue, as the issue herein are based solely on California statutes and law, including the Labor Code,
8 Industrial Welfare Commission (“IWC”) Wage Orders, Code of Civil Procedure, Business and
9 Professions Code and Rules of Court. By doing business in the state of California, Defendants have
10 purposefully availed themselves of the state’s jurisdiction. Accordingly, as personal jurisdiction over
11 Defendants would be constitutional, California’s long-arm statute provides that California courts may
12 exercise personal jurisdiction over Defendants. (Code Civ. Pro. § 410.10.)

13 7. Venue is proper in the County of Los Angeles because Defendants perform business in
14 the County of Los Angeles, and the acts set forth herein occurred in the County of Los Angeles.

15 **PLAINTIFF**

16 8. Plaintiff is a resident of the State of California, and a former employee of Defendants.
17 Plaintiff worked as a non-exempt, hourly employee for Defendants.

18 9. Plaintiff, on behalf of Plaintiff and all others similarly situated current and former non-
19 exempt employees of Defendants in the State of California and at any time during the four (4) years
20 preceding the filing of this action, and continuing while this action is pending, brings this class action to
21 recover, among other things, wages and penalties from unpaid wages earned and due, including but not
22 limited to unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal
23 and rest period policies, failure to pay all wages due to discharged or quitting employees, failure to
24 maintain required records, failure to provide accurate itemized wage statements, failure to indemnify
25 employees for necessary expenditures and/or losses incurred in discharging their duties, and interest,
26 attorneys' fees, costs, and expenses.

27 10. Plaintiff brings this action on behalf of Plaintiff and the following similarly situated class
28 of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of Defendants in

1 the State of California at any time within the period beginning four (4) years prior to the filing of this
2 action, and ending at the time this action settles or proceeds to final judgment (the "CLASS PERIOD").
3 Plaintiff reserves the right to name additional class representatives.

4 **DEFENDANTS**

5 11. Plaintiff is informed and believes and thereon alleges that Defendants are in the business
6 of manufacturing components and assemblies for the aerospace and defense industries.

7 12. Plaintiff is informed and believes and thereon alleges that MAVERICK AEROSPACE,
8 LLC. is, and all times relevant herein was, a limited liability corporation authorized to do business in the
9 State of California, and does conduct business in the State of California. Plaintiff is further informed and
10 believes and thereon alleges that MAVERICK AEROSPACE, LLC. is authorized to and does conduct
11 business in the State of California. Specifically, upon information and belief, MAVERICK
12 AEROSPACE, LLC. maintains offices and facilities and conducts business in the County of Los Angeles,
13 State of California.

14 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff
15 at this time, and Plaintiff therefore sues such DOE Defendants under fictitious names. Plaintiff is
16 informed and believes and thereon alleges that each Defendant designated as DOE is in some manner
17 responsible for the occurrences alleged herein, and that Plaintiff and CLASS MEMBERS' injuries and
18 damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. Plaintiff
19 will seek leave of court to amend this Complaint and to allege the true names and capacities of such
20 DOE Defendants when ascertained.

21 14. At all relevant times herein, Defendants were the joint employers of Plaintiff and CLASS
22 MEMBERS. Plaintiff is informed and believes, and thereon alleges, that at all times material to this
23 Complaint, Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers,
24 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
25 venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
26 dominated by his, her, or its co-Defendant and each was the alter ego of the other.

27 15. At all relevant times herein, Plaintiff and CLASS MEMBERS were employed by
28 Defendants under employment agreements that were partly written, partly oral, and partly implied. In

perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of their common policies and practices of not paying Plaintiff and CLASS MEMBERS all wages earned and due, through methods and schemes which included, but were not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; permitting, or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code"), the California Business and Professions Code, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

16. Plaintiff is informed and believes and thereon alleges that each and every one of the acts and omissions alleged herein was performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

17. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet ascertained, but subject to proof at trial, and within the jurisdiction of this Court.

ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1

18. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and separateness of Defendants have ceased to exist.

19. Plaintiff is informed and believes, and based thereon alleges that despite the formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as Defendants, including, but not limited to because:

a. Defendants are completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. DOES 1-50 derive actual and significant monetary benefits by and through Defendants' unlawful conduct, and by using Defendants as the funding source for their own personal

1 expenditures.

2 c. Plaintiff is informed and believes that Defendants and DOES 1-50, while really
3 one and the same, were segregated to appear as though separate and distinct for purposes of
4 circumventing a statute or accomplishing some other wrongful or inequitable purpose.

5 d. Plaintiff is informed and believes that Defendants do not comply with all requisite
6 corporate formalities to maintain a legal and separate corporate existence.

7 e. Plaintiff is informed and believes, and based thereon alleges, that the business
8 affairs of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and intermingled that
9 the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants are,
10 and at all times relevant hereto was, used by DOES 1-50 as a mere shell and conduit for the conduct of
11 certain of Defendants' affairs, and is, and was, the alter ego of DOES 1-50. The recognition of the
12 separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate
13 themselves from liability to Plaintiff for violations of the Government Code, Labor Code, and other
14 statutory violations. The corporate existence of Defendants and DOES 1-50 should be disregarded in
15 equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to
16 Plaintiff herein.

17 20. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of their
18 separate corporate existence must be disregarded.

19 21. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
20 thereon alleges that Defendants and DOES 1-50 are Plaintiff's joint employers by virtue of a joint
21 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-50. Plaintiff performed
22 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
23 Defendants shared control of Plaintiff as an employee, either directly or indirectly, in the manner in
24 which Defendants' business was and is conducted.

25 22. Plaintiff is informed and believes that Defendants and DOES 1-50 were the actual
26 employers and/or "person[s] acting on behalf of the employer" within the meaning of Labor Code
27 section 558.1.
28

GENERAL FACTUAL ALLEGATIONS

23. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny their employees the benefits due under California's wage and hour laws for work performed in California. Defendants wrongfully refused to pay Plaintiff and the Similarly situated employees minimum wages, overtime compensation, reporting time pay, business expense reimbursements, and other statutory benefits mandated by California

24. At all relevant times, Plaintiff was a non-exempt employee working as a machinist employee from on or about October 21, 2019 until March 20, 2020.

25. Plaintiff and similarly situated employees were compensated approximately \$25 per hour. Plaintiff and similarly situated employees were subject to an unlawful rounding policy for their compensable work time. Not all of Plaintiff and similarly situated employees compensable work time spent under the control of the Defendants was accounted for and compensated.

26. Plaintiff and similarly situated employees frequently worked over eight (8) hours per day and/or over forty (40) hours each week. However, Defendants failed to compensate them the required minimum wage and overtime compensation in violation of the Labor Code and the IWC Wage Orders.

27. During the CLASS PERIOD, Defendants failed to pay Plaintiff and CLASS MEMBERS for all hours worked.

28. Furthermore, Defendants failed to provide Plaintiff and similarly situated employees with meal periods in violation of the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders. Defendants regularly did not have enough employees to provide sufficient coverage to maintain their business operation and Plaintiff and Similarly Situated are entitled to timely, uninterrupted, thirty (30) minute meal periods prior to the end of each five (5) hours worked, but often did not receive these

29. Defendants failed to issue lawful wage statements to Plaintiff and similarly situated employees.

30. Defendants failed to timely pay Plaintiff and similarly situated employees all wages owed at the time of their respective separations from employment.

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

B. This action involves common questions of law and fact to the potential class because the action focuses on the Defendants' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code which prohibits unfair business practices arising from such violations.

C. The claims of Plaintiff are typical of the class because Defendants subjected all non-exempt employees to the identical violations of the California Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

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

Failure to Provide Required Meal Periods
[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Orders]
 (Against All Defendants)

33. During the CLASS PERIOD, as part of Defendants' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, Defendants failed to provide Plaintiff and CLASS MEMBERS with a full, 30-minute meal period free of all duties pursuant to Cal. Labor Code §§ 226.7, 512 and IWC Wage Orders.

34. Defendants further violated Cal. Labor Code § 226.7 and IWC Wage Orders by failing to compensate Plaintiff and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

35. Defendants further violated Cal. Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Orders by failing to compensate Plaintiff and CLASS MEMBERS for all hours worked during their meal periods.

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

SECOND CAUSE OF ACTION
Failure to Provide Required Rest Periods
[Cal. Labor Code §§ 226.7, 512; IWC Wage Orders]
(Against All Defendants)

37. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

38. At all times relevant herein, as part of Defendants' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, Defendants failed to provide rest periods to Plaintiff and CLASS MEMBERS as required under Cal. Labor Code §§ 226.7 and 512, and IWC Wage Orders. Even when rest periods were provided, Defendants did not provide Plaintiff and CLASS MEMBERS a second rest period for each additional 4 hours worked, or major fraction thereof.

39. Defendants further violated California Labor Code § 226.7 and IWC Wage Orders by failing to pay Plaintiff and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

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

THIRD CAUSE OF ACTION
Failure to Pay Overtime Wages
[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Orders]
(Against All Defendants)

41. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

42. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, Defendant is

1 required to compensate Plaintiff and CLASS MEMBERS for all overtime, which is calculated at one
2 and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
3 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday,
4 with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours
5 worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

6 43. Plaintiff and CLASS MEMBERS are current and former non-exempt employees entitled
7 to the protections of California Labor Code §§ 510, 1194, and IWC Wage Orders. During the CLASS
8 PERIOD, Defendants failed to compensate Plaintiff and CLASS MEMBERS for all overtime hours
9 worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order
10 by, among other things: failing to pay overtime at one and one-half (1½) or double the regular rate of
11 pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Orders; requiring, permitting
12 or suffering Plaintiff and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
13 Plaintiff and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately
14 recording time in which Plaintiff and CLASS MEMBERS worked; failing to properly maintain
15 Plaintiff's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
16 Plaintiff for each pay period; and other methods to be discovered.

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

24 45. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 27
25 1198 and IWC Wage Orders. Therefore, pursuant to California Labor Code 28 §§ 200, 203, 226, 558,
26 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders,
27 Plaintiff and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
28 Defendants, plus interest, penalties, attorneys' fees, expenses, and costs.

FOURTH CAUSE OF ACTION
Failure to Pay Minimum Wages
[Cal Labor Code §§ 1194, 1197; IWC Wage Orders]
(Against All Defendants)

46. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

47. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

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

49. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION
Failure to Pay Timely Wages During Employment
[Cal. Labor Code § 204]
(Against All Defendants)

50. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

51. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, Defendants are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204

also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants are required to pay their nonexempt employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

52. During the CLASS PERIOD, Defendants knowingly and willfully failed to pay Plaintiff and CLASS MEMBERS all the wages they earned when due as required by California Labor Code § 204.

53. Pursuant to California Labor Code § 210, failure to pay the wages of each employee as provided in California Labor Code § 204 will subject Defendants to a civil penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

54. Defendants' conduct described herein violates California Labor Code § 204. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

SIXTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees [Cal. Labor Code §§ 201, 202, 203] (Against All Defendants)

55. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

56. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay all

1 accrued wages due to an employee no later than 72 hours after the employee quits his or her employment,
2 unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the
3 employee is entitled to his or wages at the time of quitting.

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

8 58. During the CLASS PERIOD, Defendants have willfully failed to pay accrued wages and
9 other compensation to Plaintiff and CLASS MEMBERS in accordance with California Labor Code §§
10 201 and 202.

11 59. As a result, Plaintiff and CLASS MEMBERS are entitled to all available statutory
12 penalties, including the waiting time penalties provided in California Labor Code
13 § 203, together with interest thereon, as well as other available remedies.

14 60. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and CLASS
15 MEMBERS have been deprived of compensation in an amount according to proof at the time of trial,
16 but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest
17 thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

18
19 **SEVENTH CAUSE OF ACTION**
20 **Failure to Maintain Required Records**
21 **[Cal. Labor Code §§ 226, 1174; IWC Wage Orders]**
22 **(Against All Defendants)**

23 61. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
24 in all preceding paragraphs.

25 62. During the CLASS PERIOD, as part of Defendants' illegal payroll policies and practices
26 to deprive Plaintiff and CLASS MEMBERS of all wages earned and due, Defendant knowingly and
27 intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC
28 Wage Orders, including but not limited to the following records: total daily hours worked by each
employee; applicable rates of pay; all deductions; meal periods; time records showing when each

1 employee begins and ends each work period; and accurate itemized statements.

2 63. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and CLASS
3 MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages
4 earned and due, plus interest thereon. Additionally, Plaintiff and CLASS MEMBERS are entitled to all
5 available statutory penalties, including but not limited to civil penalties pursuant to California Labor
6 Code §§ 226 (e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
7 including but not limited to those provided in § 226 (e), as well as other available remedies.

8 **EIGHTH CAUSE OF ACTION**

9 **Failure to Furnish Accurate Itemized Wage Statements**
10 **[Cal. Labor Code §§ 226; IWC Wage Orders]**
11 **(Against All Defendants)**

12 64. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
13 in all preceding paragraphs.

14 65. During the CLASS PERIOD, Defendant routinely failed to provide Plaintiff and CLASS
15 MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's
16 gross wages earned, total hours worked, all deductions made, net wages earned, the name and address
17 of the legal entity or entities employing Plaintiff and CLASS MEMBERS, and all applicable hourly rates
18 in effect during each pay period and the corresponding number of hours worked at each hourly rate, in
19 violation of California Labor Code § 226 and IWC Wage Orders.

20 66. During the CLASS PERIOD, Defendant knowingly and intentionally failed to provide
21 Plaintiff and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance
22 with California Labor Code § 226 (a).

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

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NINTH CAUSE OF ACTION
Unfair and Unlawful Business Practices
[Cal. Bus. & Prof. Code §§ 17200 et. seq.]
(Against All Defendants)

68. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

69. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay all wages due to discharged or quitting employees, Defendants' failure and refusal to furnish accurate itemized wage statements, and Defendants' failure and refusal to maintain required records, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

70. Defendants' violations of California wage and hour laws constitute a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and CLASS MEMBERS.

71. Defendants have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendant has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

72. As a result of Defendants' unfair and unlawful business practices, Defendant has reaped unfair and illegal profits during the CLASS PERIOD at the expense of Plaintiff, CLASS MEMBERS, and members of the public. Defendant should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and CLASS MEMBERS.

73. Defendants' unfair and unlawful business practices entitle Plaintiff and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendant account for, disgorge, and restore to Plaintiff and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. Plaintiff and CLASS MEMBERS are entitled to

1 restitution of all monies to be disgorged from Defendant in an amount according to proof at the time of
2 trial, but in excess of the jurisdiction of this Court.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly situated,
6 respectfully prays for relief against Defendant and Does 1 through 50, inclusive, and each of them, as
7 follows:

- 8 1. For compensatory damages in an amount to be ascertained at trial;
- 9 2. For restitution of all monies due to Plaintiff and CLASS MEMBERS, as well as disgorged
10 profits from Defendants' unfair and unlawful business practices;
- 11 3. For meal and rest period compensation pursuant to California Labor Code
12 § 226.7 and IWC Wage Orders;
- 13 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 14 5. For preliminary and permanent injunctive relief enjoining Defendant from violating the
15 relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the
16 unlawful business practices complained of herein;
- 17 6. For waiting time penalties pursuant to California Labor Code § 203;
- 18 7. For statutory and civil penalties according to proof, including but not limited to all
19 penalties authorized by the California Labor Code § § 226 (e) and 2699;
- 20 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§
21 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing
22 for pre-judgment interest;
- 23 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
24 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for
25 attorneys' fees and costs;
- 26 10. For declaratory relief;
- 27 11. For an order requiring and certifying the causes of action alleged herein on a class basis;
- 28

1 12. For an order appointing Plaintiff as class representative, and Plaintiff's counsel as class
2 counsel; and

3 13. For such further relief that the Court may deem just and proper
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5
6 DATED: August 3, 2020

Respectfully Submitted,

WORK LAWYERS PC

7
8 By: Justin Lo
9 Justin Lo
10 Attorney for Plaintiff Fernando Pereyra,
11 individually and on behalf of all others similarly
12 situated

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14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a jury trial with respect to all issues triable by a jury.
17

18
19 DATED: August 3, 2020

Respectfully Submitted,

WORK LAWYER PC

20
21 By: Justin Lo
22 Justin Lo
23 Attorneys for Plaintiff Fernando Pereyra
24 individually and on behalf of all others similarly
25 situated
26
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