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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – GLENDALE COURTHOUSE**

12 BRANDON GABRIEL,

13 Plaintiff,

14 vs.

15 CALIFORNIA ROBINS, INC. (d/b/a Robin's
16 Woodfire BBQ); ROBIN SALZER, an
17 individual; and DOES 1 through 50, inclusive,

18 Defendants.

Case No. 20GDCV00112

FIRST AMENDED COMPLAINT FOR:

1. **FAILURE TO PAY OVERTIME
COMPENSATION IN VIOLATION
OF LABOR CODE §§ 223, 510, 558,
1194, 1198, 1199;**
2. **FAILURE TO PROVIDE MEAL
PERIODS IN VIOLATION OF
LABOR CODE §§ 226.7, 512, 558,
1198;**
3. **FAILURE TO PROVIDE REST
BREAKS IN VIOLATION OF
LABOR CODE §§ 226.7, 558, 1198;**
4. **FAILURE TO PROVIDE ITEMIZED
WAGE STATEMENTS IN
VIOLATION OF LABOR CODE
§ 226;**
5. **FAILURE TO PAY ALL WAGES
OWED IN VIOLATION OF LABOR
CODE §§ 204, 223, 558, 1198;**
6. **FAILURE TO KEEP ACCURATE
PAYROLL RECORDS IN
VIOLATION OF LABOR CODE
§§ 226, 558, 1198 AND THE I.W.C.
WAGE ORDERS;**
7. **FAILURE TO REIMBURSE
REASONABLE BUSINESS
EXPENSES IN VIOLATION OF
LABOR CODE § 2802; and**
8. **UNLAWFUL BUSINESS
PRACTICES IN VIOLATION OF**

) **BUS. & PROF. CODE § 17200, *ET***
) ***SEQ.***
) **9. PENALTIES PRUSUANT TO**
) **PRIVATE ATTORNEY GENERAL**
) **ACT (“PAGA”), LABOR CODE §**
) **2699, *ET SEQ.***
)
)
) **DEMAND FOR JURY TRIAL**

Plaintiff Brandon Gabriel (“Plaintiff”), alleges as follows:

PARTIES

1. Plaintiff Brandon Gabriel is an individual who resides in California and was employed by defendant California Robins, Inc. (d/b/a Robin’s Woodfire BBQ) (“Company”) since on or about 2005 through August 2019 as a Server, and worked in Pasadena, California in the County of Los Angeles. Defendant Robin Salzer (“Salzer”) was and is the owner of Company (collectively with DOES 1 – 50, “Defendants”)

2. Plaintiff is informed and believes, and based on such information and belief alleges that at all times mentioned herein, Company was and is a corporation existing under the laws of the State of California, authorized to do business and doing business in the State of California, including 395 North Rosemead Blvd., Pasadena, California 91107.

3. At all times relevant herein, Company employed more than five (5) employees within the meaning of California Government Code section 12926(d).

4. Plaintiff is informed and believes, and based on such information and belief alleges that at all times mentioned herein, Salzer is an individual resident of Los Angeles County, and is the owner of the Company and/or managing agent for the owner of the Company with authority to act on behalf of the owner of the Company.

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

1 damages to Plaintiff as further alleged herein.

2 6. Plaintiff is informed and believes, and based on such information and belief, alleges
3 that defendants, and each of them, at all times mentioned herein were the agents, employees,
4 servants, joint ventures, and/or co-conspirators of the remaining Defendants, were acting in the
5 course and scope of such agency, employment, joint venture, and/or conspiracy, and when doing
6 the things alleged herein, were the actual or ostensible agents of the remaining Defendants and
7 were acting within the course and scope of said agency.

8 7. Plaintiff is informed and believes and based on such information and belief alleges
9 that Defendants, and each of them, as aforesaid, when acting as a principal, was negligent in
10 selecting, hiring, supervising and continuing the employment of each and every Defendant as an
11 agent, employee, joint venture; and/or that said defendants approved, supported, participated in,
12 authorized, and/or ratified the acts and/or omissions, of said employees, agents, servants,
13 conspirators, and/or joint ventures.

14 **VENUE AND JURISDICTION**

15 8. Venue is proper under California Code of Civil Procedure section 395 and under
16 California Government Code section 12965(b), in that Plaintiff's injuries were incurred within the
17 County of Los Angeles, the actions giving rise to Plaintiff's complaint arose within the County of
18 Los Angeles, and Defendant is located in the County of Los Angeles.

19 **STATEMENT OF FACTS**

20 9. Plaintiff worked for Defendant as a non-exempt Server from on or about 2005
21 through on or about August 2019.

22 10. Plaintiff routinely worked off-the-clock hours before and after his shift and was not
23 paid for this time under the control of Company.

24 11. Plaintiff was not paid any overtime for all hours worked in excess of 8 hours in a
25 day/40 hours in a week regardless of how many hours he worked in a day or week. Because of
26 Defendant's policies and practices, Defendant failed to pay overtime for all hours worked over 8
27 hours in a day/40 hours in a week in violation of California's statutory requirements.

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1 12. Plaintiff was also not informed of his right to take, nor was he authorized and
2 permitted to take 30-minute meal periods within the first five hours of his shift because of work
3 demands. Company failed to record Plaintiff's meal periods. Plaintiff was not compensated for not
4 being provided his 30-minute meal periods within the first five hours of his shift.

5 13. Plaintiff was not informed of his right to take, nor was he authorized and permitted
6 to take 10-minute rest breaks for each four hours of work or major fraction thereof because of work
7 demands. Plaintiff was not compensated for not being provided his 10-minute rest breaks for each
8 four hours of work or major fraction thereof.

9 14. Furthermore, Defendant's wage statements listed the incorrect rates of pay as
10 Plaintiff was not paid overtime for all hours worked in excess of 8 in a day/40 hours in a week.
11 Thus, the total earnings and the number of hours listed on Plaintiff's pay stubs are incorrect as they
12 do not include the overtime hours worked in the pay that Plaintiff should have received. The
13 number of hours that Plaintiff actually spent working for Company that is listed on the wage
14 statement is also incorrect because of Company's failure to record and compensate Plaintiff for all
15 the time that he is under the employer's control pursuant to Company's illegal rounding policy.

16 15. Company did not provide Plaintiff with an itemized wage statement that listed the
17 correct number of hours worked. Plaintiff's wage statements also did not list the correct number of
18 hours worked by his due to the uncompensated time that he spent working during their meal
19 periods and unpaid time due to Company's rounding practices and policies. Plaintiff's wage
20 statements also failed to list all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate because of Defendant's failure to pay
22 overtime.

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

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1 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff was entitled to receive certain wages for overtime
3 and double time compensation and that he was not receiving wages for overtime and double
4 time compensation.

5 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed to provide Plaintiff the required rest and meal periods during the relevant time period
7 as required under the Industrial Welfare Commission Wage Orders and thus Plaintiff is
8 entitled to any and all applicable penalties.

9 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known the Plaintiff was entitled to receive all meal periods or Plaintiff
11 was entitled to receive payments of one additional hour of pay at his regular rate of pay
12 when a meal period was missed, short, or late, and Plaintiff did not receive all meal periods
13 of payment of one additional hour of pay at his regular rate of pay when a meal period was
14 missed, short, or late.

15 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff was entitled to receive all rest periods or Plaintiff
17 was entitled to receive payments of one additional hour of pay at his regular rate of pay
18 when a rest period was missed, and Plaintiff did not receive all rest periods or payment of
19 one additional hour of pay at his regular rate of pay when a rest period was missed.

20 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff was entitled to receive all wages owed to his
22 upon discharge or resignation, including overtime, double time, minimum wages, meal and
23 rest period premiums, and he did not, in fact, receive all such wages owed to his at the time
24 of his discharge or resignation.

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1 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff was entitled to receive all wages owed to his
3 during his employment. Plaintiff did not receive payments of all wages, including overtime,
4 double time, minimum wages, and meal and rest period premiums, within any time
5 permissible under California Labor Code section 204.

6 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff was entitled to receive complete and accurate
8 wage statements in accordance with California law, however Plaintiff did not receive
9 complete and accurate wage statements from Defendants. The deficiencies included, *inter*
10 *alia*, the failure to include the total number of hours worked by Plaintiff.

11 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Defendants had to keep complete and accurate payroll
13 records for Plaintiff in accordance with California law, but, in fact, did not keep complete
14 and accurate payroll records.

15 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff was entitled to reimbursement for necessary
17 business-related expenses.

18 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that they had a duty to compensate Plaintiff pursuant to
20 California law, and that Defendants had the financial ability to pay such compensation, but
21 willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiff
22 that he was properly denied wages, all in order to increase Defendants' profits.

23 27. California Labor Code section 218 states that nothing in Article 1 of the
24 Labor Code shall limit the right of any wage claimant to "sue directly...for any wages or
25 penalty due to him [or his] under this article."

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PAGA ALLEGATIONS

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

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

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

31. Pursuant to Labor Code sections 2699.3 and 2699.5, on July 29, 2020, Plaintiff, served on Defendant, via Certified Mail, and on the LWDA written notice of the specific provisions of the California Labor Code that Defendants violated, including facts and theories supporting the alleged violations. The LWDA neither provided notice to the employer or to Plaintiff of its intention to investigate Defendants' alleged violations, nor did the LWDA provide such a notice within the requisite sixty-five (65) calendar days of the postmark date of Plaintiff's Notice. The administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied. As such, Plaintiff may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

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1 **FIRST CAUSE OF ACTION**

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

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

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

7 33. Defendant has had a consistent policy of failing to pay overtime wages in violation
8 of California state wage and hour laws by not paying overtime to Plaintiff when he worked over 8
9 hours in a day and/or 40 hours in a workweek. Defendant also has Plaintiff work without payment
10 including, but not limited to, 30 minutes of work time that Defendant deducted each day for meal
11 periods that were not legally adequate. Additionally, Plaintiff was not paid for all of the time that
12 he spent working under Defendant's control due to Defendant's improper practices and policy.

13 34. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of his full
14 overtime wages in amounts to be determined at trial, and are entitled to the recovery of such
15 amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code
16 sections 218.5, 510, 558, 1194, 1198 and 1199.

17 **SECOND CAUSE OF ACTION**

18 **(FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR**
19 **CODE §§ 226.7, 512, 558, and 1198)**

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

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

23 36. Defendant did not provide Plaintiff with meal periods consistent with the
24 requirements of Labor Code section 512. By employing Plaintiff for work periods of more than
25 five (5) hours without providing legally adequate meal periods (such as short, on-duty, late or
26 interrupted meal periods), and failing to provide compensation for unprovided and/or legally
27 inadequate meal periods, as alleged above, Defendant violated the provisions of Labor Code
28 sections 512 and 226.7. As a result of the unlawful acts of Defendant, Plaintiff has been deprived

1 of premium wages in amounts to be determined at trial, and are entitled to the recovery of such
2 amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections
3 226.7, 512, 558, and 1198, as well as the I.W.C. Wage Orders.

4 **THIRD CAUSE OF ACTION**

5 **(FAILURE TO PROVIDE REST BREAKS IN VIOLATION OF LABOR**

6 **CODE§ 226.7, 558, and 1198)**

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

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

10 38. During his employment with Company, Plaintiff regularly worked in excess of four
11 (4) hours or a major fraction thereof a day without being afforded a ten (10) minute rest period in
12 which he was relieved of all duties as required by Labor Code section 226.7 and the IWC Wage
13 Orders.

14 39. As a direct and proximate result of Defendant's violation of Labor Code section
15 226.7, Plaintiff has suffered irreparable harm and monetary damages. Plaintiff seeks damages and
16 all other relief allowable including premium pay for each work shift of four (4) hours or a major
17 fraction thereof during which Plaintiff was not provided a full ten (10) minute uninterrupted rest
18 period, attorney's fees, and prejudgment interest, pursuant to Labor Code sections 200, *et seq.*

19 40. Plaintiff also is entitled to one (1) hour of pay for each day that he was not provided
20 rest period(s).

21 **FOURTH CAUSE OF ACTION**

22 **(FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF**

23 **LABOR CODE § 226)**

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

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

27 42. Section 226(a) of the California Labor Code requires Defendant to provide itemized
28 wage statements at the time of payment of wages which include but are not limited to the

1 following: gross wages earned; the correct total hours worked by the employee; the correct net
2 wages earned; the inclusive dates of the period for which the employee is paid; the name and
3 address of the correct legal entity that is the employer; and all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each hourly rate by the
5 employee.

6 43. Plaintiff contends that he has been injured by Defendant's failure to provide all of
7 the requisite information on its itemized wage statements in that such failure, *inter alia*: (1) masks
8 possible and actual underpayments to Plaintiff; and (2) make it difficult for Plaintiff to verify that
9 he has in fact been paid the proper amounts owing for all hours worked. Said conduct was done
10 knowingly and intentionally since Defendant was aware of California law, and with the design to
11 harm Plaintiff.

12 **FIFTH CAUSE OF ACTION**

13 **(FAILURE TO PAY ALL WAGES OWED IN VIOLATION OF LABOR**

14 **CODE §§ 204, 223)**

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

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

18 45. At all times relevant during the liability period, Plaintiff was an employee of
19 Defendant's covered by Labor Code sections 204 and 223.

20 46. Pursuant to Labor Code sections 204 and 223, Plaintiff was entitled to receive on
21 regular paydays all wages earned and at the correct rate of pay for the pay period corresponding to
22 the payday.

23 47. Defendant failed to pay Plaintiff all wages earned in each pay period. Plaintiff is
24 informed, believes, and thereon alleges, that at all times relevant during the liability period,
25 Defendant maintained a policy or practice of not paying Plaintiff: (i) all overtime wages for hours
26 worked; (ii) premium wages for all unprovided meal and rest periods; and (iii) at the correct rate of
27 pay.

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48. As a result of Defendant's unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent he was not paid all wages due each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendant's records or indirectly based on information from Defendant's records.

49. Pursuant to Labor Code sections 218.5 and 218.6, Plaintiff is entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees and costs of suit.///

SIXTH CAUSE OF ACTION

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

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

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

51. At all times relevant during the liability period, Plaintiff was an employee of Defendant's covered by Labor Code sections 226 and 1198, and the Wage Orders.

52. Pursuant to Labor Code section 226, Defendant was required to furnish Plaintiff with an accurate itemized statement reflecting, *inter alia*, total number of hours worked and wages earned. Defendant was also required to keep an accurate record of the beginning and end of all work periods for its employees, including off-duty meal periods.

53. Plaintiff is informed, believes, and thereon alleges, that at all times relevant during the liability period, Defendant maintained a policy or practice whereby thirty (30) minutes were deducted from the hours worked by Plaintiff on a daily basis, whether or not a 30 minute off-duty meal period was actually provided or taken. Defendant also did not record and pay the time that Plaintiff spent under its control as the company utilized improper policies and practices which resulted in the under payment of wages to Plaintiff.

54. As a result of Defendant's unlawful conduct, Plaintiff has suffered damages in an amount subject to proof. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendant's records or indirectly based on information from Defendant's records.

1 55. Pursuant to Labor Code sections 218.5 and 218.6, Plaintiff is entitled to recover the
2 full amount of his unpaid wages, interest thereon, reasonable attorneys' fees and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE REASONABLE BUSINESS EXPENSES**

5 **IN VIOLATION OF LABOR CODE § 2802**

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

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

9 57. Pursuant to Labor Code section 2802, "An employer shall indemnify his or
10 her employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties, or of his or her obedience to the
12 directions of the employer..." This section requires employers to reimburse employees (all
13 employees, regardless of whether they are exempt or nonexempt) for all such expenditures.

14 58. Plaintiff incurred necessary business-related expenses and costs that were not
15 fully reimbursed by Defendants, including, but not limited to, purchasing supplies and
16 purchasing and maintaining workplace attire in conformity with company dress-code
17 policy.

18 59. Defendants intentionally and willfully failed to reimburse Plaintiff for all
19 necessary and business-related expenses and costs.

20 60. Plaintiff is entitled to recover from Defendants her business-related expenses
21 and costs incurred during the course and scope of her employment, plus interest accrued
22 from the date on which Plaintiff incurred the necessary expenditures at the same rate as
23 judgements in civil actions in the State of California.

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1 **EIGHTH CAUSE OF ACTION**

2 **(UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF**
3 **BUS. & PROF. CODE § 17200, *ET SEQ.*)**

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

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

7 62. Defendant's failure to correctly pay wages as alleged herein, failure to keep accurate
8 time records, and failure to compensate for overtime and unprovided meal and rest periods
9 constitute unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*,
10 including but not limited to Sections 17200, 17202, and 17203.

11 63. The actions of Defendant in failing to pay Plaintiff in a lawful manner as alleged
12 herein constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning
13 of Business and Professions Code section 17200, *et seq.*

14 64. As a result of its unlawful acts, Defendant has reaped and continues to reap unfair
15 benefits at the expense of Plaintiff. Defendant should be enjoined from this activity and made to
16 disgorge these ill-gotten gains and restore to Plaintiff the wrongfully withheld wages pursuant to
17 Business and Professions Code section 17203. Plaintiff is informed and believes, and thereon
18 alleges that Defendant is unjustly enriched through its failure to pay all earned wages, and
19 compensation for unprovided meal and rest periods to Plaintiff.

20 65. Plaintiff is informed and believes, and thereon alleges, that he is prejudiced by
21 Defendant's unfair practices.

22 66. As a direct and proximate result of the unfair business practices of Defendant,
23 Plaintiff is entitled to equitable and injunctive relief, including full restitution and/or disgorgement
24 of all wages, which have been unlawfully withheld from Plaintiff, as a result of the business acts
25 and practices described therein and enjoin Defendant to cease and desist from engaging in the
26 practices described therein.

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67. The illegal conduct alleged herein is believed to be continuing, and there is no indication that Defendant will not continue such activity into the future. Plaintiff alleges that if Defendant is not enjoined from the conduct set forth in this complaint, it will continue to fail to pay the correct wages, will continue to require Plaintiff to work during meal and rest periods, not get paid the correct rate of pay and for all hours worked, not provide legally adequate meal and rest periods, and will continue to fail to provide appropriate compensation as described herein.

NINTH CAUSE OF ACTION

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

(Against Defendant Company and Does 1 through 50, inclusive)

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

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

70. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty

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

Failure to Pay Overtime

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

1 **Failure to Provide Meal Periods**

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

5 **Failure to Provide Rest Periods**

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

9 **Failure to Pay Minimum Wages**

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

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

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

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

18 77. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
19 employees during employment in accordance with Labor Code section 204 constitutes unlawful
20 and/or unfair activity prohibited by California Labor Code section 204

21 **Failure to Provide Complete and Accurate Wage Statements**

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

25 **Failure to Keep Complete and Accurate Payroll Records**

26 79. Defendants' failure to keep complete and accurate payroll records relating to
27 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
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1 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
2 1174(d).

3 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

4 80. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
5 necessary business-related expenses and costs in accordance with California Labor Code sections
6 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
7 sections 2800 and 2802.

8 **Failure to Pay a Discharged or Quitting Employee**

9 81. Defendants willful failure to pay, without abatement or reduction, wages to Plaintiff
10 and other aggrieved employees who either were discharged or quit is in violation of Labor Code
11 section 203.

12 **Failure to Pay Wages Conceded to be Due**

13 82. Defendants failure to pay all wages, or parts thereof, conceded by him to be due to
14 the Plaintiff within the time set by the Labor Code, and Defendant, having the ability to pay for
15 same, places Defendant in violation of Labor Code section 206.

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

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

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Dated: October 5, 2020

HAIG B. KAZANDJIAN LAWYERS, APC

By:

Haig B. Kazandjian, Esq.

Cathy Gonzalez, Esq.

Attorney for Plaintiff Brandon Gabriel