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on behalf of himself and all others similarly situated and aggrieved
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12 JOSE ALVAREZ, on behalf of himself and all
13 others similarly situated and aggrieved,

14 Plaintiffs,

15 v.

16 KAZAK-MARS, INC., a California
corporation; EDUARD KARAPETYAN, an
17 individual; DAN SADOVSKY, an individual;
and DOES 1 through 100, inclusive,
18

19 Defendants.
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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 06 2020

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

CASE NO.:

20STCV42587

CLASS ACTION

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES
8. UNFAIR COMPETITION.
9. CIVIL PENALTIES UNDER LABOR CODE § 210
10. CIVIL PENALTIES UNDER LABOR CODE § 226.3
11. CIVIL PENALTIES UNDER LABOR CODE § 558
12. CIVIL PENALTIES UNDER LABOR CODE § 1197.1; and
13. CIVIL PENALTIES UNDER LABOR CODE § 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff JOSE ALVAREZ (“Plaintiff”), on behalf of Plaintiff and all others similarly situated and aggrieved, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action and a Representative Action, pursuant to Code of Civil Procedure section 382 and the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against KAZAK-MARS, INC., a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“KAZAK”), EDUARD KARAPETYAN, an individual (“KARAPETYAN”), DAN SADOVSKY, an individual (“SADOVSKY” and collectively with “KARAPETYAN,” “KAZAK,” and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, assisting in the assembly of prescription eye glasses and maintaining machinery, from approximately February of 2016 through approximately November of 2019.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant KAZAK is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant KARAPETYAN is, and at all times relevant hereto was, an individual residing in California, as well as an owner of KAZAK, and DOES 1 through 50, as further defined below. Plaintiff is further informed and believes and based thereon alleges that KARAPETYAN violated, or caused to be

1 violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor
2 Code section 558.1.

3 5. Plaintiff is informed and believes and based thereon alleges that defendant
4 SADOVSKY is, and at all times relevant hereto was, an individual residing in California, as well as
5 the Chief Executive Officer of KAZAK, and DOES 1 through 50, as further defined below. Plaintiff
6 is further informed and believes and based thereon alleges that SADOVSKY violated, or caused to
7 be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor
8 Code section 558.1.

9 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
10 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
11 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
12 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
13 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
14 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
15 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
16 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
17 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
18 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
19 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
20 include KAZAK, KARAPETYAN, SADOVSKY, and any of their parent, subsidiary, or affiliated
21 companies within the State of California, as well as DOES 1 through 100 identified herein.

22 **JOINT LIABILITY ALLEGATIONS**

23 7. Plaintiff is informed and believes and based thereon alleges that all the times
24 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
25 representative, joint venture or co-conspirator of each of the other Defendants, either actually or
26 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
27 employment, joint venture, and conspiracy.

28 8. All of the acts and conduct described herein of each and every corporate defendant

1 was duly authorized, ordered, and directed by the respective and collective defendant corporate
2 employers, and the officers and management-level employees of said corporate employers. In
3 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
4 their said employees, agents, and representatives, and each of them; and upon completion of the
5 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
6 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
7 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
8 aforementioned corporate employees, agents and representatives.

9 9. Plaintiff is further informed and believes and based thereon alleges that
10 KARAPETYAN and SADOVSKY violated, or caused to be violated, the above-referenced and
11 below-referenced Labor Code provisions in violation of Labor Code section 558.1.

12 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
13 unity of interest and ownership between Defendants, and each of them, that their individuality and
14 separateness have ceased to exist.

15 11. Plaintiff is informed and believes, and based thereon alleges that despite the
16 formation of the purported corporate existence of KAZAK, and DOES 1 through 50, inclusive (the
17 “Alter Ego Defendants”), they, and each of them, are one and the same with KARAPETYAN,
18 SADOVSKY, and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but
19 not limited to, the following reasons:

20 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
21 Defendants who personally committed the wrongful and illegal acts and violated the
22 laws as set forth in this Complaint, and who have hidden and currently hide behind
23 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
24 some other wrongful or inequitable purpose;

25 B. The Individual Defendants derive actual and significant monetary benefits by and
26 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
27 Defendants as the funding source for the Individual Defendants’ own personal
28 expenditures;

1 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
2 and the Alter Ego Defendants, while really one and the same, were segregated to
3 appear as though separate and distinct for purposes of perpetrating a fraud,
4 circumventing a statute, or accomplishing some other wrongful or inequitable
5 purpose;

6 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
7 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
8 mentioned herein were, so mixed and intermingled that the same cannot reasonably
9 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
10 are, and at all relevant times mentioned herein were, used by the Individual
11 Defendants as mere shells and conduits for the conduct of certain of their, and each
12 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
13 herein were, the alter egos of the Individual Defendants;

14 E. The recognition of the separate existence of the Individual Defendants and the Alter
15 Ego Defendants would promote injustice insofar that it would permit Defendants to
16 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
17 Code, and other statutory violations. The corporate existence of these defendants
18 should thus be disregarded in equity and for the ends of justice because such
19 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

20 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
21 Defendants (and vice versa), and the fiction of their separate corporate existence
22 must be disregarded;

23 12. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
24 thereon alleges that Defendants, and each of them, are joint employers.

25 JURISDICTION

26 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
27 of Civil Procedure section 410.10.

28 14. Venue is proper in Los Angeles County, California pursuant to Code of Civil

1 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
2 causes of action complained of herein arose; the county in which the employment relationship
3 began; the county in which the employment contract, or part of it, between Plaintiff and Defendants
4 was actually performed; and the county in which Defendants, or some of them, reside. Moreover,
5 the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members, including other
6 aggrieved employees, in Los Angeles County, and because Defendants employ numerous Class
7 Members in Los Angeles County.

8 15. Plaintiff is also an “aggrieved employee” under PAGA, as he was employed by
9 Defendants during the applicable statutory period and suffered one or more of the Labor Code
10 violations set forth herein. Accordingly, Plaintiff seeks to recover, on behalf of himself and all other
11 aggrieved current and former employees of Defendants (“aggrieved employees”), civil penalties, as
12 the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under
13 PAGA plus reasonable attorneys’ fees and costs.

14 16. Plaintiff seeks to recover the PAGA civil penalties through a representative action
15 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
16 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
17 allegations described herein is not required.

18 17. During the period beginning one (1) year preceding the provision of notice to the
19 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
20 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7,
21 246, *et seq.*, 432, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198.5, 2699, and 2810.5, among
22 others.

23 18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
24 such as Plaintiff, on behalf of himself and all other aggrieved current and former employees within
25 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
26 specified in Labor Code section 2699.3.

27 19. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
28 section 2699.3. On or around July 28, 2020, Plaintiff gave written notice online and by certified

1 mail, with return receipt requested, of Defendants' violation of various, including the herein-
2 described provisions of the Labor Code, to the Labor and Workforce Development Agency
3 ("LWDA"), as well as by certified mail with return receipt requested to Defendants, and each of
4 them. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide
5 notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar
6 days of the July 28, 2020 postmarked date of the herein-described notice sent by Plaintiff to the
7 LWDA and Defendants.

8 **FACTUAL BACKGROUND**

9 20. For at least four (4) years prior to the filing of this action and continuing to the
10 present, Defendants have, at times, failed to pay overtime wages to Plaintiff, Class Members and
11 other aggrieved employees, or some of them, in violation of California state wage and hour laws as
12 a result of, without limitation, Plaintiff, Class Members and other aggrieved employees working
13 over eight (8) hours per day, forty (40) hours per week, and/or seven consecutive work days in a
14 work week without being properly compensated for hours worked in excess of (8) hours per day in
15 a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh
16 consecutive work day in a work week by, among other things, failing to accurately track and/or pay
17 for all hours actually worked; engaging, suffering or permitting employees to work off the clock;
18 failing to pay overtime hours at the proper overtime rate of pay, including, without limitation, by
19 paying straight pay instead of overtime pay; and editing and/or manipulating time entries to the
20 detriment of Plaintiff, Class Members, and other aggrieved employees.

21 21. For at least four (4) years prior to the filing of this Action and continuing to the
22 present, Defendants have, at times, failed to pay minimum wages to Plaintiff, Class Members, and
23 other aggrieved employees, or some of them, in violation of California state wage and hour laws as
24 a result of, among other things, at times, failing to accurately track and/or pay for all hours actually
25 work; engaging, suffering or permitting employees to work off the clock; and editing and/or
26 manipulating time entries to the detriment of Plaintiff, Class Members, and other aggrieved
27 employees.

28 22. For at least four (4) years prior to the filing of this Action and continuing to the

1 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and other aggrieved
2 employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
3 which they worked more than five (5) hours in a work day and a second thirty (30) minute
4 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
5 and failing to provide compensation for such unprovided meal periods as required by California
6 wage and hour laws.

7 23. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendants have, at times, failed to authorize and permit Plaintiff, Class Members, and
9 other aggrieved employees, or some of them, to take rest periods of at least ten (10) minutes per
10 four (4) hours worked or major fraction thereof and failed to provide compensation for such
11 unprovided rest periods as required by California wage and hour laws.

12 24. For at least three (3) years prior to the filing of this action and continuing to the
13 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and other aggrieved
14 employees, or some of them, the full amount of their wages owed to them upon termination and/or
15 resignation as required by Labor Code sections 201 and 202.

16 25. For at least one (1) year prior to the filing of this Action and continuing to the present,
17 Defendants have, at times, failed to furnish Plaintiff, Class Members, and other aggrieved
18 employees, or some of them, with itemized wage statements that accurately reflect gross wages
19 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate; and other such
21 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
22 have further failed to furnish employees with an accurate calculation of gross and gross wages
23 earned, as well as gross and net wages paid.

24 26. For at least one (1) year prior to the filing of this action and continuing to the present,
25 Defendants have, at times, failed to pay Plaintiff, Class Members, and other aggrieved employees,
26 or some of them, the full amount of their wages for labor performed in a timely fashion as required
27 under Labor Code section 204.

28 27. At all relevant times mentioned herein, Defendants, at times, failed to provide

1 Plaintiff and other aggrieved employees with, or permit them inspection of, records pertaining to
2 their employment, including wage statements and similar payroll documents under Labor Code
3 section 226, documents signed to obtain or hold employment under Labor Code section 432,
4 personnel records under Labor Code section 1198.5, and time records under Labor Code section
5 1174, to the detriment of Plaintiff and all other aggrieved employees.

6 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
7 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
8 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved
9 employees with the rates of pay and overtime rates of pay applicable to their employment;
10 allowances claimed as part of the minimum wage; the regular payday designated by Employers; the
11 name, address, and telephone number of the workers' compensation insurance carrier; information
12 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
13 under Labor Code section 2810.5.

14 29. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members and other
15 aggrieved employees, brings this action pursuant to, including but not limited to, Labor Code
16 sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246 *et seq.*, 432, 510, 512, 558, 558.1,
17 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699, 2810.5, and California Code of Regulations, Title
18 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
19 meal and rest periods, failure to timely pay wages, waiting penalties, wage statement penalties,
20 penalties under PAGA, other such provisions of California law, and reasonable attorneys' fees and
21 costs.

22 30. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
23 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
24 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
25 appropriate and effective means to prevent further violations, as well as all monies owed but
26 withheld and retained by Defendants to which Plaintiff, Class Members, and other aggrieved
27 employees are entitled, as well as restitution of amounts owed.

28 ///

CLASS ACTION ALLEGATIONS

31. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants 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 class action is provided to the class (collectively referred to as "Class Members").

32. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

33. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

34. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over fifty (50) Class Members employed by Defendants within the State of California.

35. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

36. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?
- B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that

1 is greater than the applicable minimum wage?

2 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
3 Class Members to take compliant meal periods?

4 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
5 with additional wages for missed or interrupted meal periods?

6 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
7 Class Members to take compliant rest periods?

8 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
9 with additional wages for missed rest periods?

10 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
11 Members upon termination or resignation all wages earned?

12 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
13 section 203?

14 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
15 Class Members with accurate wage statements?

16 J. Did Defendants fail to pay Class Members in a timely fashion as required under
17 Labor Code section 204?

18 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
19 section 17200, *et seq.*, by their unlawful practices as alleged herein?

20 L. Are Class Members entitled to restitution of wages under Business and Professions
21 Code section 17203?

22 M. Are Class Members entitled to costs and attorneys' fees?

23 N. Are Class Members entitled to interest?

24 **C. Typicality**

25 37. The claims of Plaintiff herein alleged are typical of those claims which could be
26 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
27 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
28 damages arising out of and caused by Defendants' common course of conduct in violation of laws

1 and regulations that have the force and effect of law and statutes as alleged herein.

2 **D. Adequacy of Representation**

3 38. Plaintiff will fairly and adequately represent and protect the interest of Class
4 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
5 hour class actions.

6 **E. Superiority of Class Action**

7 39. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
9 questions of law and fact common to Class Members predominate over any questions affecting only
10 individual Class Members. Class Members, as further described therein, have been damaged and
11 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
12 violation of the Labor Code at times, as set out herein.

13 40. Class action treatment will allow Class Members to litigate their claims in a manner
14 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
15 any difficulties that are likely to be encountered in the management of this action that would
16 preclude its maintenance as a class action.

17 **FIRST CAUSE OF ACTION**

18 **(Failure to Pay Overtime Wages – Against All Defendants)**

19 41. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs as though fully set forth hereat.

21 42. At all relevant times, Plaintiff, Class Members, and other aggrieved employees were
22 employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199,
23 as well as applicable Wage Orders.

24 43. At all times relevant to this Complaint, Labor Code section 510 was in effect and
25 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
26 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
27 at the rate of no less than one and one-half times the regular rate of pay for an employee."

28 44. At all times relevant to this Complaint, Labor Code section 510 further provided that

1 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
2 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
3 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
4 pay.”

5 45. Four (4) years prior to the filing of the Complaint in this Action through the present,
6 Plaintiff, Class Members, and other aggrieved employees, at times, worked for Defendants during
7 shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a
8 workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime
9 wages for all hours worked as a result of, including but not limited to, Defendants failing to
10 accurately track and/or pay for all hours actually worked; engaging, suffering or permitting
11 employees to work off the clock; failing to pay overtime hours at the proper overtime rate of pay,
12 including, without limitation, by paying straight pay instead of overtime pay; and editing and/or
13 manipulating time entries to the detriment of Plaintiff, Class Members, and other aggrieved
14 employees.

15 46. Accordingly, by requiring Plaintiff, Class Members, and other aggrieved employees
16 to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or
17 seven (7) straight workdays without properly compensating overtime wages at the proper overtime
18 rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among
19 others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

20 47. As a result of the unlawful acts of Defendants, Plaintiff, Class Members, and other
21 aggrieved employees have been deprived of overtime wages in amounts to be determined at trial,
22 and are entitled to recovery, plus interest and penalties thereon, attorneys’ fees and costs, pursuant
23 to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil
24 Code section 3287.

25 **SECOND CAUSE OF ACTION**

26 **(Failure to Pay Minimum Wages – Against All Defendants)**

27 48. Plaintiff realleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth hereat.

49. At all relevant times, Plaintiff, Class Members, and other aggrieved employees were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

50. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff, Class Members, and other aggrieved employees were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

51. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaged, suffered or permitted employees to work off the clock; and edited and/or manipulated time entries, to the detriment of Plaintiff, Class Members, and other aggrieved employees.

52. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and other aggrieved employees have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

53. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff, Class Members, and other aggrieved employees are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

54. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

55. At all relevant times, Plaintiff, Class Members, and other aggrieved employees were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

56. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

1 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
2 per day without providing the employee with a second timely meal period of not less than thirty (30)
3 minutes in which the employee is relieved of all of his or her duties.

4 57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
5 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
6 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
7 of compensation for each workday that the meal period is not provided.

8 58. For four (4) years prior to the filing of the Complaint in this Action through the
9 present, Plaintiff, Class Members, and other aggrieved employees were, at times, not provided
10 complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without
11 waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one
12 (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that
13 Class Members were not provided compliant meal periods.

14 59. By their failure to provide Plaintiff, Class Members, and other aggrieved employees
15 meal periods as contemplated by Labor Code section 512, among other California authorities, and
16 failing, at times, to provide compensation for such unprovided meal periods, as alleged above,
17 Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

18 60. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and other
19 aggrieved employees have suffered damages in an amount, subject to proof, to the extent they were
20 not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal
21 periods.

22 61. Plaintiff, Class Members, and other aggrieved employees are entitled to recover the
23 full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be
24 determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
25 sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section
26 3287.

27 ///

28 ///

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

62. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

63. At all relevant times, Plaintiff, Class Members, and other aggrieved employees were employees or former employees of Defendants covered by applicable Wage Orders.

64. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

66. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff, Class Members, and other aggrieved employees were, at times, not authorized or permitted to take complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member’s regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

67. By their failure, at times, to authorize and permit Plaintiff, Class Members, and other aggrieved employees to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

68. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and other aggrieved employees have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

69. Plaintiff, Class Members, and other aggrieved employees are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

70. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

71. At all relevant times, Plaintiff, Class Members, and other aggrieved employees were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

72. Pursuant to Labor Code sections 201 and 202, Plaintiff, Class Members, and other aggrieved employees were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

73. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff, Class Members, and other aggrieved employees all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

74. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff, Class

1 Members, and other aggrieved employees all wages earned prior to termination or resignation in
2 accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay
3 all wages earned by Plaintiff, Class Members, and other aggrieved employees at the time of
4 termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies
5 or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the
6 failure, at times, to pay all wages earned prior to termination or resignation..

7 75. Pursuant to Labor Code section 203, Plaintiff, Class Members, and other aggrieved
8 employees are entitled to waiting time penalties from the date their earned and unpaid wages were
9 due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

10 76. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and other
11 aggrieved employees have suffered damages in an amount subject to proof, to the extent they were
12 not paid for all wages earned prior to termination or resignation.

13 77. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
14 1021.5 and 1032, and Civil Code section 3287, Plaintiff, Class Members, and other aggrieved
15 employees are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

16 **SIXTH CAUSE OF ACTION**

17 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

18 78. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 79. At all relevant times, Plaintiff, Class Members, and other aggrieved employees were
21 employees or former employees of Defendants covered by Labor Code section 226, as well as
22 applicable Wage Orders.

23 80. Pursuant to Labor Code section 226, subdivision (a), Plaintiff, Class Members, and
24 other aggrieved employees were entitled to receive, semi-monthly or at the time of each payment of
25 wages, an accurate itemized statement that accurately reflects, among other things, gross wages
26 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate; and the name and address
28 of the legal entity that is the employer, among other things.

1 81. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants failed to comply
3 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
4 failure, at times, to furnish Plaintiff, Class Members, and other aggrieved employees with accurate
5 itemized statements that accurately reflect, among other things, gross wages earned; total hours
6 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate; and the name and address of the legal
8 entity that is the employer, among other things.

9 82. Defendants' failure to, at times, provide Plaintiff, Class Members, and other
10 aggrieved employees with accurate wage statements was knowing, intentional, and willful.
11 Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage
12 statements, but, at times, willfully provided wage statements that Defendants knew were not
13 accurate.

14 83. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and other
15 aggrieved employees have suffered injury. The absence of accurate information on Class Members'
16 wage statements at times has delayed timely challenge to Defendants' unlawful pay practices;
17 requires discovery and mathematical computations to determine the amount of wages owed; causes
18 difficulty and expense in attempting to reconstruct time and pay records; and led to submission of
19 inaccurate information about wages and amounts deducted from wages to state and federal
20 governmental agencies, among other things.

21 84. Pursuant to Labor Code section 226, subdivision (e), Plaintiff, Class Members, and
22 other aggrieved employees are entitled to recover \$50 for the initial pay period during the period in
23 which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code
24 section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

25 85. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
26 Procedure section 1032, Civil Code section 3287, Plaintiff, Class Members, and other aggrieved
27 employees are entitled to recover the full amount of penalties due under Labor Code section 226,
28 subdivision (e), reasonable attorneys' fees, and costs of suit.

1 **SEVENTH CAUSE OF ACTION**

2 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

3 86. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
4 incorporates each by reference as though fully set forth hereat.

5 87. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

7 88. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
8 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
9 during which the labor was performed, and labor performed between the 16th and the last day,
10 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
11 month.”

12 89. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
13 independent and apart from, any other penalty provided in this article, every person who fails to pay
14 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
15 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
16 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
17 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
18 percent of the amount unlawfully withheld.”

19 90. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants employed policies
21 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
22 Labor Code section 204.

23 91. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
24 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
25 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
26 for each subsequent violation in connection with each payment that was made in violation of Labor
27 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

28 92. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and

1 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
2 interest, and their costs of suit, as well.

3 **EIGHTH CAUSE OF ACTION**

4 **(Unfair Competition – Against All Defendants)**

5 93. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs as though fully set forth hereat.

7 94. Plaintiff is informed and believes, and based thereon alleges that the unlawful
8 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
9 and Professions Code section 17200. Due to their unlawful business practices in violation of the
10 Labor Code, Defendants have gained a competitive advantage over other comparable companies
11 doing business in the State of California that comply with their obligations to compensate employees
12 in accordance with the Labor Code.

13 95. As a result of Defendants' unfair competition as alleged herein, Plaintiff, Class
14 Members, and other aggrieved employees have suffered injury in fact and lost money or property.

15 96. Pursuant to Business and Professions Code section 17203, Plaintiff, Class Members,
16 and other aggrieved employees are entitled to (an) injunction(s) prohibiting Defendants from further
17 violating the Labor Code and requiring the establishment of appropriate and effective means to
18 prevent further violations, as well as restitution of all wages and other monies owed to them under
19 the Labor Code, including interest thereon, in which they had a property interest and which
20 Defendants nevertheless failed to pay them and instead withheld and retained for themselves.
21 Restitution of the money owed to Plaintiff, Class Members, and other aggrieved employees is
22 necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with
23 the Labor Code.

24 97. Plaintiff, Class Members, and other aggrieved employees are entitled to costs of suit
25 under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

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1 **NINTH CAUSE OF ACTION**

2 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

3 98. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 99. At all relevant times herein, Labor Code section 204, requires and required that:
6 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
7 between the 16th and 26th day of the month during which the labor was performed, and labor
8 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
9 between the 1st and 10th day of the following month.”

10 100. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
11 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
12 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
13 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
14 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
15 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
16 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

17 101. At all relevant times herein, Defendants have had a consistent policy or practice of,
18 failing to pay Plaintiff and aggrieved employees during their employment on a timely basis as per
19 Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other aggrieved
20 employees or former employees he seeks to represent are entitled to recover civil penalties for
21 Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for
22 each aggrieved employee or former employee for each initial violation per employee, and two
23 hundred dollars (\$200) for each aggrieved employee or former employee for each subsequent
24 violation in connection with each payment that was made in violation of Labor Code section 204.

25 **TENTH CAUSE OF ACTION**

26 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

27 102. Plaintiff realleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth hereat.

1 103. Defendants have had a consistent policy or practice of failing to comply with Labor
2 Code section 226, subdivision (a) by intentionally failing to furnish employees with itemized wage
3 statements that accurately reflect gross wages earned; total hours worked by the employee; all
4 deductions; net wages earned; the inclusive dates of the period for which the employee is paid; all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate by the employee; and other such information as required by Labor Code
7 section 226, subdivision (a).

8 104. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
9 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
10 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
11 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
12 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

13 105. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
14 this section are in addition to any other penalty provided by law.”

15 106. Plaintiff is informed and believes and based thereon alleges that Defendants failed
16 and continue to fail to furnish non-exempt employees, including, without limitation, Plaintiff, with
17 itemized wage statements that accurately reflect gross wages earned; total hours worked by the
18 employee; all deductions; net wages earned; the inclusive dates of the period for which the employee
19 is paid; all applicable hourly rates in effect during the pay period and the corresponding number of
20 hours worked at each hourly rate by the employee; and other such information, as required by Labor
21 Code section 226, subdivision (a).

22 107. Pursuant to Labor Code section 226.3, Plaintiff and other aggrieved employees or
23 former employees Plaintiff seeks to represent are entitled to recover civil penalties for Defendants’
24 violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars
25 (\$250) for each aggrieved employee or former employee per pay period for the initial violation, and
26 one thousand dollars (\$1,000) for each aggrieved employee or former employee per pay period for
27 each subsequent violation.

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ELEVENTH CAUSE OF ACTION

(Violation of Labor Code § 558 – Against All Defendants)

108. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

109. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any order of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- i. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- ii. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- iii. Wages recovered pursuant to this section shall be paid to the affected employee.”

110. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other aggrieved employees not to: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; receive accurate, itemized wage statements; be provided with the opportunity to inspect employment records; be provided with the proper accrual and use of paid sick leave; and be provided with notice as required under Labor Code section 2810.5.

111. As a direct and proximate result of Defendants’ conduct, Plaintiff and other aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to Labor Code section 558 in amounts to be determined at trial.

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1 **TWELFTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

3 112. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 113. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
6 person acting either individually or as an officer, agent, or employee of another person, who pays
7 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
8 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
9 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
10 Section 203 as follows: For any initial violation that is intentionally committed, one hundred dollars
11 (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This
12 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
13 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

14 i. For each subsequent violation for the same specific offense, two hundred fifty
15 dollars (\$250) for each underpaid employee for each pay period for which the
16 employee is underpaid regardless of whether the initial violation is intentionally
17 committed. This amount shall be in addition to an amount sufficient to recover
18 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
19 applicable penalties imposed pursuant to Section 203.

20 ii. For each subsequent violation for the same specific offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation is intentionally
23 committed. This amount shall be in addition to an amount sufficient to recover
24 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
25 applicable penalties imposed pursuant to Section 203.

26 iii. Wages, liquidated damages, and any applicable penalties imposed pursuant to
27 Section 203, recovered pursuant to this section shall be paid to the affected
28 employee.”

1 114. Plaintiff believes, and thereupon alleges, that Defendants, and each of them, caused
2 Plaintiff and other aggrieved employees to not be paid minimum wages as a result of Defendants,
3 without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging,
4 suffering or permitting employees to work off the clock; and editing and/or manipulating time
5 entries, to the detriment of Plaintiff and other aggrieved employees.

6 115. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to
7 recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code section
8 1197.1.

9 **THIRTEENTH CAUSE OF ACTION**

10 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

11 116. Plaintiff realleges and incorporates by reference all of the allegations contained in
12 the preceding paragraphs as though fully set forth hereat.

13 117. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
14 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
15 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
16 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
17 action brought by an aggrieved employee on behalf of himself or herself and other current or former
18 employees pursuant to the procedures specified in Labor Code section 2699.3.

19 118. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
20 Code except those for which a civil penalty is specifically provided, the established civil penalty
21 for a violation of those provisions is as follows: if, at the time of the alleged violation, the person
22 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
23 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
24 employee per pay period for each subsequent violation.

25 119. Plaintiff is informed and believes and based thereon alleges that Defendants, and
26 each of them, violated the Labor Code sections described herein, including, without limitation, for
27 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
28 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during

1 employment and after employment separation; provide employees the opportunity to inspect
2 employment records; provide and pay for sick leave; and provide notice as required under Labor
3 Code section 2810.5, entitling Plaintiff and other aggrieved employees to civil penalties for each
4 of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision
5 (f).

6 120. Moreover, Plaintiff and other aggrieved current and former employees within the
7 State of California whom he seeks to represent are entitled to an award of reasonable attorneys'
8 fees and costs in connection with their herein-described claims for civil penalties.

9 **DEMAND FOR JURY TRIAL**

10 121. Plaintiff demands a trial by jury on all causes of action contained herein.

11 **PRAYER**

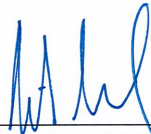
12 WHEREFORE, on behalf of Plaintiff, Class Members, and other aggrieved employees,
13 Plaintiff prays for judgment against Defendants as follows:

- 14 A. An order certifying this case as a Class Action;
- 15 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
16 counsel as class counsel;
- 17 C. Damages for all wages earned and owed, including minimum and overtime wages
18 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 19 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 20 E. Damages for unpaid premium wages from missed meal and rest periods under,
21 among other Labor Code sections, 512, 558.1 and 226.7;
- 22 F. Penalties for inaccurate wage statements under Labor Code sections 226,
23 subdivision (e) and 558.1;
- 24 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 25 H. Penalties for failing to timely pay wages under Labor Code section 210;
- 26 I. Preliminary and permanent injunctions prohibiting Defendants from further
27 violating the California Labor Code and requiring the establishment of appropriate
28 and effective means to prevent future violations;

- 1 J. Restitution of wages and benefits due which were acquired by means of any unfair
2 business practice, according to proof;
3 K. An award for civil penalties pursuant to Labor Code sections 210, 226.3, 558,
4 1197.1, and 2699;
5 L. An award of reasonable attorneys' fees;
6 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
7 O. For costs of suit incurred herein; and
8 P. For such other and further relief as the Court deems just and proper.
9

10 Dated: November 6, 2020

BIBIYAN LAW GROUP, P.C.

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12 BY: 

13 DAVID D. BIBIYAN
14 ANTON SWAIN-GIL

15 Attorneys for Plaintiff JOSE ALVAREZ, on behalf of
16 himself and all others similarly situated and aggrieved
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