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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION**

DAVID WEBER;

Plaintiff,

v.

UNIVERSITY OF LA VERNE; and,
DOES 1 to 20, inclusive,

Defendants.

Case No.: **20STCV33164**

COMPLAINT FOR:

- 1. NEGLIGENCE;**
- 2. FAILURE TO PROVIDE ACCRUED SICK LEAVE STATEMENT;**
- 3. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS;**
- 4. FAILURE TO REIMBURSE FOR MANDATORY BUSINESS EXPENSES;**
- 5. FAILURE TO PRODUCE EMPLOYEE RECORDS;**
- 6. FAILURE TO PAY MINIMUM WAGE;**
- 7. WAITING TIME PENALTIES;**
- 8. VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW;**
- 9. VIOLATION OF PRIVATE ATTORNEY GENERAL ACT; AND,**
- 10. DECLARATORY & INJUNCTIVE RELIEF.**

DEMAND FOR JURY TRIAL

Plaintiffs DAVID WEBER ("Plaintiff"), on behalf of themselves and on behalf of the people of the State of California and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorneys General Act of 2004, section

2699, *et seq.* ("PAGA"), bring this action against Defendant UNIVERSITY OF LA
VERNE ("ULV"), based upon personal knowledge as to himself and his acts, and as to
all other matters upon information and belief, and based upon, *inter alia*, the
investigations of counsel and the facts that are a matter of public record:

INTRODUCTION

1. Plaintiff brings this action on behalf of himself, and as an aggrieved employee
acting as a private attorney general under PAGA, and on behalf of the people of the
State of California, against Defendant ULV for: (1) their failure to adhere to California
Labor Code sections 201, 202, 203, 204, 226, 246, 1197, and 2802; (2) their failure to
adhere to Business & Professions Code section 17200 ("UCL"), *et seq.*; and, (3) PAGA
and other damages based on the foregoing. As a result of the foregoing, Defendant has
violated California statutory laws as described below.

2. Throughout Plaintiff's employment, Defendant has maintained a policy and
practice of: (1) Systematically failing to furnish itemized wage statements to Plaintiff as
required under California Labor Code section 226; (2) Systematically failing to provide
notice of accrued paid sick days on itemized wage statements or in separate writings to
Plaintiff as required under California Labor Code section 246; (3) Systematically failing
to supply Plaintiff his employee records, upon request, as required by California Labor
Code sections 226; (4) Systematically to reimburse Plaintiff for mandatory business
expenses as required under California Labor Code section 2802; (5) Systematically
failing to pay all wages due upon termination of employment in violation of California
Labor Code sections 201 & 202; and, (6) Systematically failing to pay Plaintiff all wages
earned during employment in violation of California Labor Code section 204.

3. This Complaint challenges Defendant ULV'S systemic illegal employment
practices resulting in numerous California Labor Code and Unfair Competition Law
violations against Plaintiff.

4. On information and belief, Defendant jointly and severally acted intentionally and
with deliberate indifference and conscious disregard of Plaintiff's right by failing to

1 provide accurate wage statements, failing to furnish employee records upon request,
2 failing to provide notice of paid sick days, failing to provide reimbursements for
3 mandatory business expenses, and failing to pay all due wages.

4 5. Defendant has engaged in a system of willful California Labor Code, IWC Wage
5 Order, and Unfair Competition Law violations by creating and maintaining policies,
6 practices, and procedures that knowingly deny employees the above stated rights and
7 benefits.

8 6. Defendant's misconduct results in Defendant's unjust enrichment and unfair
9 business advantage over businesses that routinely adhere to the strictures of the
10 California Labor Code and the UCL.

11 **PARTIES**

12 7. Plaintiff DAVID WEBER is an adult individual residing in California. He worked in
13 a non-exempt position for Defendant splitting his time working from his Los Angeles,
14 California home and Defendant's La Verne, California campus from August 2019 and
15 December 2019. Defendant paid Plaintiff WEBER on an hourly basis.

16 8. At all pertinent times, Plaintiff was under the supervision and control of
17 Defendant, and was, Defendant's employee.

18 9. Plaintiff, at all times pertinent, has been classified as an employee by Defendant.
19 Defendant hires employees to work in California. Defendant employs more than 200
20 employees in the State of California.

21 10. Plaintiff was and is the victim of Defendant ULV's policies, practices, and
22 procedures complained of in this action in ways that deprived him of the rights
23 guaranteed by the California Labor Code, applicable wage orders, and the UCL.

24 11. Plaintiff seeks recovery of all allowable compensation and other sums for the
25 violations described herein, including penalties, premium pay, restitution, declaratory
26 and injunctive relief, interest, attorney fees, and costs.

27 12. Defendant ULV is, and at all times herein mentioned was, a private scholastic
28 business located in La Verne California, and is organized and existing under the laws of

1 the State of California. Defendant ULV is authorized to operate and at all times
2 operated in the County of Los Angeles, State of California.

3 13. Defendant ULV is a “person” as defined by California Labor Code section 18 and
4 California Business & Professions Code section 17201. Additionally, Defendant ULV is
5 an “employer” as utilized by the California Labor Code and the California Industrial
6 Welfare Commission’s Orders regulating wages, hours, and working conditions.

7 14. Defendants ULV, and DOES 1 through 20 are sometimes collectively referred to
8 herein as “Defendants.”

9 15. Plaintiff is ignorant of the true names and capacities of defendants named in this
10 complaint as DOES 1 through 20, inclusive, and therefore sues these defendants by
11 such fictitious names. Plaintiff will amend this complaint to allege their true names and
12 capacities when ascertained. Plaintiff is further informed and believes, and alleges, that
13 each of these fictitiously named defendants, at all relevant times, is responsible in some
14 manner for the occurrences alleged in this complaint, and that Plaintiff’s injuries as
15 alleged were proximately caused by the illegal employment practices, wrongs, and
16 injuries complained of in this complaint. To the extent that at least some of these
17 fictitiously named defendants are residents of the State of California, including
18 fictitiously named defendants who are the agents and/or employees of Defendant ULV.

19 16. Plaintiff is informed and believes and alleges that the defendants sued herein,
20 including those fictitious defendants sued as DOES 1 through 20, are the agents,
21 servants, and/or employees of each of the other defendants and in doing the things
22 hereinafter alleged, were acting in the course and scope of said agency and/or
23 employment.

24 17. At all pertinent times, Defendants, and each of them, were members of, and
25 engaged in, a joint venture, partnership, and common enterprise, and acted within the
26 course and scope of, and in pursuance of, said joint venture, partnership, and common
27 enterprise.
28

1 18. At all pertinent times, all Defendants acted as agents of all other Defendants in
2 committing the alleged acts.

3 **JURISDICTION & VENUE**

4 19. Jurisdiction and venue in this Court are proper because the employment contract
5 was entered into, and the unlawful practices were committed in Los Angeles County,
6 California. Further, Defendant ULV employs a substantial number of employees in Los
7 Angeles County, California, and Defendant ULV has systematically and continuously
8 conducted business in the County of Los Angeles, California.

9 20. This Court has jurisdiction over Plaintiff's Labor Code violations under the
10 California Labor Code.

11 21. Upon exhaustion of administrative remedies, the Court shall have jurisdiction
12 over Plaintiff's claims for penalties for Defendant's Labor Code violations under
13 California Labor Code sections 2699 and 2699.3.

14 22. Damages sought are within the Court's jurisdiction. Venue is proper in Los
15 Angeles County, California under California Code of Civil Procedure sections 393 and
16 395.5 because the unlawful practices occurred in Los Angeles County, liability arose,
17 and the breaches and violations occurred in Los Angeles County, California.
18 Additionally, Defendant transacts business in Los Angeles County, California.

19 **FACTUAL ALLEGATIONS**

20 23. In Los Angeles County, Defendant ULV operates a private scholastic enterprise,
21 primarily at its La Verne, California campus.

22 24. Plaintiff WEBER commenced his employment with Defendant in August 2019.
23 He was hired as an assistant and worked on an hourly basis. Plaintiff WEBER earned
24 \$12.00 per hour, regardless of where he performed his work. His position required
25 Plaintiff WEBER to prepare samples, meet with customers, grade customer papers, and
26 respond to emails, calls, and other inquiries. Plaintiff WEBER enjoyed and excelled at
27 his job, often working extensively from his Los Angeles home.
28

DEFENDANT SYSTEMATICALLY FAILED TO FURNISH ITEMIZED WAGE STATEMENTS

25. Throughout Plaintiff WEBER'S employment with Defendant ULV, Defendant ULV has systematically failed to furnish him wage statements. Although Plaintiff WEBER made requests to recover his wage statements, Defendant ULV never took steps to ensure Plaintiff WEBER, and all other aggrieved employees, could access and discover their wage statements.

26. To the extent Defendant ULV furnished wage statements to Plaintiff WEBER, and the aggrieved employees, the wage statements were concealed in an undisclosed and esoteric web portal and difficult to decipher. Indeed, Plaintiff WEBER, and the aggrieved employees, could not promptly and easily determine from the statement alone information they were entitled to by law. The wage statement information was spread across multiple pages and presented in an overly complicated manner, which required Plaintiff WEBER, and the aggrieved employees, had Defendant ULV informed them of the web portal, to navigate across more than seven misleading and cumbersome pages and subpages.

27. Defendant ULV never provided Plaintiff WEBER, or the aggrieved employees, methods to print or save wage statement information on site.

28. When Plaintiff WEBER inquired to obtain wage statements in June 2020, Defendant ULV responded with false information. Plaintiff WEBER made more than four requests to obtain his wage statements. Defendant ULV never responded with the information Plaintiff WEBER sought.

29. Defendant ULV has systematically failed to provide decipherable wage statements and/or easily accessible decipherable wage statements to Plaintiff WEBER and the aggrieved employees.

30. Defendant ULV engages in a pattern of not adhering to California's wage statement laws and DLSE Opinion Letter dated July 6, 2006.

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DEFENDANT NEVER FURNISHED ACCURATE PAID SICK LEAVE NOTICE

31. Throughout Plaintiff WEBER'S employment with Defendant ULV, Defendant ULV systematically failed to furnish Plaintiff WEBER, and the aggrieved employees, with notice of his accrued paid sick leave.

32. To the extent Defendant ULV furnished paid sick leave notice to Plaintiff WEBER, and the aggrieved employees, the notices were concealed in an undisclosed web portal and difficult to decipher.

33. When Plaintiff WEBER inquired to obtain notice in June 2020, Defendant ULV responded with false information. Plaintiff WEBER made more than four requests to obtain the notice. Defendant ULV never responded with the information Plaintiff WEBER sought.

34. Defendant ULV has systematically failed to provide notice of paid sick leave and/or easily accessible notice of paid sick leave to Plaintiff WEBER and the aggrieved employees.

DEFENDANT FAILED TO REIMBURSE FOR MANDATORY BUSINESS EXPENSES

35. Throughout his employment with Defendant ULV, Plaintiff WEBER, and the aggrieved employees, were forced to use personal property for business-related expenses without receiving a corresponding reimbursement. Plaintiff WEBER used his personal cell phone extensively during his employment, including for text messages, data usage, and phone calls.

36. Plaintiff WEBER also used his personal laptop for business-related endeavors. He regularly sent and received emails on his personal laptop, edited and created work documents, reviewed customer work, and used his web browser for business endeavors.

37. Plaintiff WEBER frequently used his laptop at home while using his personal internet connection.

38. During his employment, Plaintiff WEBER regularly used his own paper, printer, and ink to print items for his work. He also used office supplies while working at home, including hole punchers, binders, folders, staples, white out, tape, and paper clips.

39. Plaintiff WEBER was required to use his personal property to complete his essential job functions.

40. Defendant ULV never reimbursed Plaintiff WEBER for these mandatory business expenses.

41. Defendant ULV has systematically failed to provide reimbursements for mandatory business expenses to Plaintiff WEBER and the aggrieved employees.

42. Defendant ULV engages in a pattern of not adhering to California's reimbursement for mandatory use of personal property law.

DEFENDANT FAILS TO PAY MINIMUM WAGE

43. Throughout his employment with Defendant ULV, Plaintiff WEBER was not paid minimum wage when working in the City of Los Angeles. Despite performing approximately forty percent of his work in the City of Los Angeles, Defendant ULV always paid Plaintiff Weber \$12.00, in violation of Los Angeles' minimum wage law and the California Labor Code.

44. Defendant ULV has systematically failed to pay minimum wage to Plaintiff WEBER and the aggrieved employees.

45. Defendant ULV engages in a pattern of not adhering to the various minimum wage laws.

DEFENDANT FAILS TO FURNISH EMPLOYEE RECORDS UPON REQUEST

46. On approximately June 19, 2020, Plaintiff WEBER sent, via email, requests for his employment records. To date, Defendant ULV has not furnished a complete production of Plaintiff WEBER'S employment records.

47. Defendant ULV has systematically failed to furnish employee records to Plaintiff WEBER and the aggrieved employees.

1 48. Defendant ULV engages in a pattern of not adhering to California's employee
2 records request laws.

3 DEFENDANT FAILS TO FURNISH EMPLOYEE RECORDS UPON REQUEST

4 49. Prior to filing this action, Plaintiff WEBER exhausted his administrative remedies
5 by filing a timely providing written notice by certified mail to the Labor & Workforce
6 Development Agency ("LWDA") and Defendant ULV of the legal claims and theories of
7 this case with the contemporaneous filing of this Complaint. After receiving notification
8 from the LWDA that it does not intend to investigate the alleged violations, or after sixty-
9 five days of the postmark date giving notice to the LWDA if no response has been
10 received from the LWDA, Plaintiff WEBER will seek leave to amend this Complaint to
11 allege exhaustion of administrative remedies as required under California Labor Code
12 section 2699.3.

13 50. Although the full extent and amounts of such damages are not yet ascertainable,
14 Plaintiff WEBER is informed and believes, and upon such information and belief alleges,
15 that the aggregate amount of such damages is in excess of the minimum jurisdiction of
16 this Court.

17 51. Defendant's conduct warrants an award of punitive damages because
18 Defendant's actions were willful, malicious, and oppressive. Defendant's misconduct
19 was committed intentionally, in a malicious, oppressive, fraudulent manner, with
20 reckless disregard of the Plaintiff's Labor Code and Unfair Competition Law rights.
21 Specifically, Defendant ULV failed to furnish wage statements, provide easily accessible
22 wage statements, and create decipherable wage statements. Although Defendant ULV
23 was aware of the problem, it never corrected it. Additionally, Defendant ULV failed to
24 provide notice of accrued paid sick leave. Stunningly, Defendant ULV did not pay
25 Plaintiff WEBER and the aggrieved employees minimum wage. Defendant ULV'S
26 actions constitute serious deprivations of Plaintiff WEBER and the aggrieved
27 employees' statutory rights. As a result of Defendant's blatant disregard for numerous
28 laws, forcing Plaintiff WEBER and the aggrieved employees to suffer deprivations of

1 their rights, Plaintiff WEBER and the aggrieved employees are entitled to a substantial
2 punitive damage award.

3 **FIRST CAUSE OF ACTION FOR NEGLIGENCE**

4 **(AGAINST ALL DEFENDANTS)**

5 52. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the
6 preceding paragraphs of the complaint as though fully set forth herein.

7 53. Defendant ULV owed a general duty of care to exercise its employer obligations
8 with reasonable care for its employees, including Plaintiff WEBER and the aggrieved
9 employees. CALIFORNIA CIVIL CODE § 1714. Defendant ULV also owed its employees a
10 duty to reimburse for mandatory business expenses. *Thornton v. California*
11 *Unemployment Ins. Appeals Bd.*, 204 Cal. App. 4th 1403 (2012). As such, Defendant
12 ULV owed Plaintiff WEBER, and the aggrieved employees, a duty of care. This duty of
13 care arose from Plaintiff WEBER, the aggrieved employees, and Defendant ULV'S
14 employer/employee relationship.

15 54. Defendant breached their duties of care to Plaintiff WEBER and the aggrieved
16 employees by: (a) By failing to reimburse Plaintiff WEBER, and the aggrieved
17 employees, for mandatory business expenses; (b) By failing to pay Plaintiff WEBER,
18 and the aggrieved employees, minimum wage; and, (c) By failing to provide Plaintiff
19 WEBER, and the aggrieved employees, with notice of paid sick leave and their wage
20 statements.

21 55. On information and belief, Defendant knew or should have known that their
22 employees were not able to access their wage statements and sick leave notice.
23 Further, Defendant knew or should have known that their employees were not being
24 reimbursed for mandatory business expenses.

25 56. By failing to address these issues, Defendant created a risk of harm, as
26 contemplated by California law, and as a result, unreasonably and wrongfully exposed
27 Plaintiff WEBER, and the aggrieved employees, to injury.
28

1 57. But for Defendant's breaches, Plaintiff WEBER, and the aggrieved employees',
2 injuries would have been avoided. Thus, Defendant's carelessness and negligence was
3 a substantial factor in causing Plaintiff WEBER'S and the aggrieved employees' harm.

4 58. As a direct and proximate result of Defendant's breaches, Plaintiff WEBER and
5 the aggrieved employees suffered hardship and emotional distress.

6 59. As a direct and proximate result of Defendant's breaches, Plaintiff WEBER, and
7 the aggrieved employees, suffered and continue suffering emotional distress. Plaintiff
8 WEBER, and the aggrieved employees, have sustained and continue sustaining
9 substantial lost earnings and other employment benefits due to the infliction of
10 emotional distress.

11 60. As a direct and proximate result of Defendant's breaches, Plaintiff WEBER, and
12 the aggrieved employees, have suffered and continue to suffer humiliation, emotional
13 distress, bodily injury, and mental and physical pain and anguish, to their damage
14 according to proof.

15 **SECOND CAUSE OF ACTION FOR**
16 **FAILURE TO PROVIDE ACCRUED SICK LEAVE STATEMENT**
17 **(AGAINST ALL DEFENDANTS)**
18 **(LABOR CODE § 246)**

19 61. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the
20 preceding paragraphs of the complaint as though fully set forth herein.

21 62. Under California Labor Code section 246, Defendant ULV has at all relevant
22 times been required to provide Plaintiff WEBER, and the aggrieved employees, with
23 notice setting forth the amount of paid sick leave available, or paid time off, either on the
24 employee's itemized wage statement or a separate writing provided on the designated
25 wage pay date. Where an employer provides unlimited paid sick leave or paid time off,
26 the employer must indicate on the notice, or wage statement, that the employee has
27 "unlimited" paid sick leave or paid time off.
28

63. Defendant ULV knowingly and intentionally failed to provide this required information.

64. Under Labor Code section 246, an employee suffering injury as a result of a knowing an intentional failure by an employer to comply with California's paid sick leave notice law is entitled to recover a \$50 per day violation, up to a maximum of \$4,000.

65. As a direct and proximate result of Defendant ULV'S unlawful conduct, Plaintiff WEBER, and the aggrieved employees, have been injured by, among other things, were deprived of their Labor Code rights and did not know their accrued paid sick leave while working for Defendant ULV. Plaintiff WEBER, and the aggrieved employees, are entitled to recover the damages or penalties provided by California Labor Code section 246, including interest thereon.

THIRD CAUSE OF ACTION FOR
ITEMIZED WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)
(LABOR CODE § 226)

66. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the preceding paragraphs of the complaint as though fully set forth herein.

67. Under California Labor Code section 226, Defendant ULV has at all relevant times been required to provide Plaintiff WEBER, and the aggrieved employees, with regular itemized written statements showing, among other things, accurate gross and net wages, accurate deductions, accurate hourly rates, and all hours worked. Defendant ULV knowingly and intentionally failed to provide itemized wage statements, including all required information.

68. Under Labor Code section 226(e), an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with California's itemized wage statement law is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which the violation occurs and one hundred

1 dollars (\$100) for each violation in a subsequent pay period, up to a maximum of
2 \$4,000.

3 69. As a direct and proximate result of Defendant ULV'S unlawful conduct, Plaintiff
4 WEBER, and the aggrieved employees have been injured by, among other things, not
5 being provided itemized wage statements as required by California law. Plaintiff
6 WEBER, and the aggrieved employees are entitled to recover the damages or penalties
7 provided by California Labor Code section 226(e), including interest thereon, and costs
8 and reasonable attorney fees and costs.

9 **FOURTH CAUSE OF ACTION FOR**
10 **FAILURE TO REIMBURSE FOR MANDATORY BUSINESS EXPENSES**
11 **(AGAINST ALL DEFENDANTS)**
12 **(LABOR CODE § 2802)**

13 70. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the
14 preceding paragraphs of the complaint as though fully set forth herein.

15 71. California Labor Code section 2802 provides that employees are entitled to be
16 indemnified for expenses and losses in discharging their employer's duties.

17 72. At all relevant times, Defendant ULV failed to reimburse and indemnify Plaintiff
18 WEBER, and the aggrieved employees for equipment necessary for the discharge of
19 their duties. Specifically, Defendant ULV failed to reimburse Plaintiff WEBER, and the
20 aggrieved employees, for the use of their personal cellular phones, and their personal
21 data plans, the home internet connections, their home computers, utilities, and their
22 home office equipment, including printers, paper, and ink.

23 73. Plaintiff WEBER, and the aggrieved employees used these personal items or
24 incurred these expenses as necessary business expenses while discharging their
25 essential job functions. Despite possessing knowledge that Plaintiff WEBER, and the
26 aggrieved employees were incurring these mandatory business expenses, Defendant
27 ULV failed to reimburse Plaintiff WEBER, and the aggrieved employees. Further,
28

1 Defendant ULV did not offer to reimburse Plaintiff WEBER, and the aggrieved
2 employees.

3 74. At all relevant times, Defendant ULV had a uniform pattern, practice, and
4 procedure regarding the above practices in violation of California Labor Code section
5 2802.

6 75. Such a pattern, practice, and uniform administration of corporate policy regarding
7 illegal employee compensation as described herein is unlawful and creates an
8 entitlement to recovery by Plaintiff WEBER, and the aggrieved employees in a civil
9 action, for the unpaid balance of the full amount of damages owed, including interests,
10 penalties, court costs, and attorney fees.

11 **FIFTH CAUSE OF ACTION FOR**
12 **FAILURE TO TIMELY PRODUCE EMPLOYEE RECORDS**
13 **(AGAINST ALL DEFENDANTS)**
14 **(LABOR CODE §§ 226 & 1198.5)**

15 76. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the
16 preceding paragraphs of the complaint as though fully set forth herein.

17 77. California employers are required to, “maintain a copy of each employee’s
18 personnel records” and make a current or former, “employee’s personnel records
19 available for inspection, and, if requested by the employee or his or her representative,
20 provide a copy thereof.” CALIFORNIA LABOR CODE § 1198.5(c)(1)-(3). “Every current or
21 former employee, or his or her representative, has the right to inspect and receive a
22 copy of the personnel records that the employer maintains relating to the employee’s
23 performance or to any grievance concerning the employee.” CALIFORNIA LABOR CODE §
24 1198.5(a).

25 78. Employers are required to, “make the contents of those personnel records
26 available for inspection to the current or former employee, or his or her representative,
27 at reasonable intervals and at reasonable times, but not later than 30 calendar days
28

1 from the date the employer receives a written request.” CALIFORNIA LABOR CODE §
2 1198.5(b)(1).

3 79. Further, California employers are required to maintain copies of payroll lawful
4 payroll records for at least three years. CALIFORNIA LABOR CODE § 226(a). Employers
5 shall, “afford current or former employees the right to inspect or receive a copy of
6 records pertaining to their employment.” CALIFORNIA LABOR CODE § 226(b).

7 80. Employers must produce responsive employment records within twenty-one (21)
8 calendar days from the date of the request. CALIFORNIA LABOR CODE § 226(c).

9 81. Under these laws, Defendant ULV must timely produce employee records upon
10 request. Defendant has operated under and continue to operate under a common
11 policy and plan of willfully failing and refusing to produce employee records upon
12 request, including employee records owed to Plaintiff WEBER, and the aggrieved
13 employees, upon request, as required by Labor Code sections 226 & 1198.5.

14 82. As a result of Defendant ULV’S willful failure to timely produce Plaintiff
15 WEBER’S, and the aggrieved employees, employee records, Defendant ULV is liable
16 for statutory penalties and Plaintiff WEBER’S, and the aggrieved employees’, attorney
17 fees.

18 **SIXTH CAUSE OF ACTION FOR**
19 **FAILURE TO PAY MINIMUM WAGE**
20 **(AGAINST ALL DEFENDANTS)**

21 **(LABOR CODE §§ 204 & 1197 & LOS ANGELES MUNICIPAL CODE § 187.00)**

22 83. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the
23 preceding paragraphs of the complaint as though fully set forth herein.

24 84. At all times, Labor Code sections 204 and 1197, and Los Angeles Municipal
25 Code section 187.00, *et seq.*, were in full force and effect and required Defendant ULV
26 to pay employees the minimum wage for all hours worked in the City of Los Angeles at
27 the rate \$13.25 per hour, commencing July 1, 2018, \$14.25 per hour, commencing July
28 1, 2019, and \$15.00 per hour, commencing July 1, 2020.

85. Defendant ULV failed to pay Plaintiff WEBER, and the aggrieved employees for all hours worked at the statutory minimum wage rate, as required by law, including for work performed in the City of Los Angeles, and all other jurisdictions with minimum wage laws.

86. As a direct and proximate result of Defendant ULV'S acts and omissions, Plaintiff WEBER, and the aggrieved employees, have been deprived of minimum wages due in amounts to be determined at trial, and to additional amounts as liquidated damages, pursuant to California Labor Code sections 1194 and 1194.2. Additionally, Defendant ULV is liable for statutory penalties and Plaintiff WEBER'S, and the aggrieved employees', attorney fees.

SEVENTH CAUSE OF ACTION FOR

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

(LABOR CODE §§ 201, 202, & 203)

87. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the preceding paragraphs of the complaint as though fully set forth herein.

88. California Labor Code section 202 requires an employer to pay all compensation owed to an employee within seventy-two hours of the employment relationship concluding, unless the employee provides at least seventy-two hours' notice, which requires compensation due at the end of the employee's final day of work.

89. California Labor Code section 203 provides that an employer who willfully fails to pay compensation promptly upon discharge, as required by California Labor Code section 202, is liable for waiting time penalties.

90. Defendant ULV willfully failed and refused to timely pay compensation and wages, including minimum wage compensation, to Plaintiff WEBER, and the aggrieved employees whose employment had been terminated. Defendant ULV willfully failed and refused to pay the compensation. As a result, Defendant ULV is liable to Plaintiff

WEBER, and the aggrieved employees, for waiting time penalties, together with interest, and reasonable attorney fees and costs.

EIGHTH CAUSE OF ACTION FOR VIOLATION OF
THE CALIFORNIA UNFAIR COMPETITION LAW
(AGAINST ALL DEFENDANTS)
(BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.*)

91. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the preceding paragraphs of the complaint as though fully set forth herein.

92. Plaintiff WEBER, and the aggrieved employees, bring this cause of action seeking restitution and disgorgement of all profits from unlawful conduct as described above, including interest thereon, for the four years preceding the filing of this Complaint.

93. California Business and Professions Code section 17220 (“Unfair Competition Law”) defines unfair competition to include, “unlawful, unfair, or fraudulent business practice,” and consists of any business practice that is forbidden by law. As elaborated upon above, Defendant violated California Labor Code sections 201, 202, 203, 204, 226, 246, 1197, and 2802. Defendant ULV also systematically violated Los Angeles Municipal Code section 5187.00, *et seq.* Defendant ULV unlawfully deprived Plaintiff WEBER, and the aggrieved employees, of their right to be compensated at minimum wage and to be reimbursed for incurring mandatory business expenses. As a result, Defendant ULV violated and deprived Plaintiff WEBER, and the aggrieved employees, of statutory rights.

94. Defendant ULV is an employer doing business in California.

95. Defendant violated California Labor Code sections 201, 202, 203, 204, 226, 246, 1197, and 2802. Defendant also violated Los Angeles Municipal Code section 187.00, *et seq.*

96. By the aforementioned conduct, Defendant ULV has engaged in unlawful, unfair, and fraudulent business practices with the intent to injure Plaintiff WEBER, and the

aggrieved employees, in violation of Business & Professions Code section 17200 *et seq.*

97. As a result, Defendant has gained economic benefit to which they are not entitled, to Plaintiff WEBER'S, and the aggrieved employees', detriment.

98. As a result of Defendant's unfair business practices, Plaintiff WEBER, and the aggrieved employees, suffered damages, including but not limited to statutory damages.

99. As a result of Defendant's unfair business practices, Plaintiff WEBER, and the aggrieved employees, seek remedies, including but not limited to statutory damages of up to \$2,500 per unfair business act, disgorgement, and actual damages in an amount according to proof at trial.

100. Plaintiff WEBER, and the aggrieved employees, seek reasonable attorney fees and costs under applicable laws, including California Code of Civil Procedure section 1021.5 and California Business & Professions Code section 17200.

NINTH CAUSE OF ACTION FOR
PRIVATE ATTORNEYS GENERAL ACT PENALTIES
FOR VIOLATIONS OF CALIFORNIA LABOR CODE
(AGAINST ALL DEFENDANTS)
(LABOR CODE § 2699, *ET SEQ.*)

101. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the preceding paragraphs of the complaint as though fully set forth herein.

102. Under the Private Attorneys General Act of 2006, Labor Code sections 2698 – 2699.5, an aggrieved employee, on behalf of themselves and other current or former employees, may recover penalties for any violations of the California Labor Code. These penalties are in addition to any other relief available under the Labor Code.

103. As set forth above, Defendant has committed numerous violations for which the California Labor Code provides for penalties, including violations of sections 201, 202, 203, 204, 226, 246, 1197, and 2802.

104. Under California Labor Code section 2699(f)(2), for each violation, Plaintiff WEBER, and the aggrieved employees, are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. \$100 for the initial violation per employee; and,
- b. \$200 for each subsequent violation per employee.

105. Plaintiff WEBER, and the aggrieved employees, have provided written notice by certified mail to the Labor & Workforce Development Agency ("LWDA") and Defendant of the legal claims and theories of this case contemporaneous with the filing of this Complaint. After receiving notification from the LWDA that it does not intend to investigate the alleged violations, or after sixty-five days of the postmark date giving notice to the LWDA if no response has been received from the LWDA, Plaintiff WEBER, and the aggrieved employees, will seek leave to amend this Complaint to allege exhaustion of administrative remedies as required under California Labor Code section 2699.3.

106. As a direct result of Defendant's conduct as elaborated upon above, Plaintiff WEBER, and the aggrieved employees, are entitled to recover the maximum civil penalties permitted by the California Private Attorneys General Act from Defendant for all violations of the California Labor Code, including sections 226 and 432.3, as well as reasonable attorney fees and costs.

TENTH CAUSE OF ACTION FOR
DECLARATORY & INJUNCTIVE RELIEF
(AGAINST ALL DEFENDANTS)

107. Plaintiff WEBER, and the aggrieved employees, incorporate by reference the preceding paragraphs of the complaint as though fully set forth herein.

108. An actual controversy now exists between Plaintiff WEBER, and the aggrieved employees, and Defendant ULV in that Plaintiff WEBER, and the aggrieved employees, contend: Defendant ULV violated Labor Code sections 201, 202, 203, 204, 226, 246, 1197, and 2802 and Los Angeles Municipal Code section 187.00, *et seq.*

109. Defendant ULV contends to the contrary and deny that it is obligated to fulfill those duties or that Plaintiff WEBER, and the aggrieved employees, have these rights.

110. By virtue of the above controversy, Plaintiff WEBER, and the aggrieved employees, seek a judicial declaration as to the above.

111. Plaintiff WEBER, and the aggrieved employees, seek all appropriate injunctive relief, including but not limited to, instituting policies, procedures, and training to ensure compliance with the UCL, and the Labor Code. No previous application for this injunctive relief has been made to this Court.

112. If the Court does not grant this injunctive relief, Plaintiff WEBER, and the aggrieved employees, will be irreparably harmed.

113. No plain, adequate, or complete remedy at law is available to Plaintiff WEBER, and the aggrieved employees, to redress the wrongs addressed herein.

DEMAND FOR JURY TRIAL

114. Pursuant to California Code of Civil Procedure section 631, Plaintiff WEBER demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WEBER, and the aggrieved employees, pray for judgment against Defendant, and each of them as follows:

A. That Plaintiff WEBER, and the aggrieved employees, recover general and compensatory damages according to proof;

B. That Plaintiff WEBER, and the aggrieved employees, recover special damages according to proof;

C. That Plaintiff WEBER'S, and the aggrieved employees', rights be adjudicated and declared;

D. For equitable relief enjoining Defendant from engaging in the wrongful conduct complained about herein pertaining to its statutory violations during employment;

- 1 E. Declare that the pattern or practice described above violates state law
2 prohibiting unfair competition, and unjust enrichment;
3 F. For an award of punitive damages;
4 G. For contractual damages under applicable causes of action;
5 H. A civil penalty against Defendant in the amount of \$100 for the initial violation
6 and \$200 for each subsequent violation as specified in California Labor Code
7 section 2699(f)(2) to Plaintiff WEBER and the aggrieved employees;
8 I. For emotional distress damages under applicable causes of action;
9 J. For equitable relief requiring restitution and/or disgorgement of the profits
10 wrongfully retained as a result of Defendant's wrongful conduct;
11 K. For statutory penalties;
12 L. For a civil penalty for each unfair violation;
13 M. For penalties pursuant to Civil Code section 3345;
14 N. For costs of the instant lawsuit;
15 O. For prejudgment interest;
16 P. That Plaintiffs recover costs of suit and that Plaintiff WEBER'S, and the
17 aggrieved employees', attorneys be awarded reasonable attorney fees and
18 costs, as allowable by law, including, but not limited to, California Labor Code
19 section 2699(g)(1), California Code of Civil Procedure section 1021.5,
20 California Labor Code sections 203, 1194, 2802, and 1198.5;
21 Q. Plaintiff WEBER requests a jury trial; and,
22 R. For such other relief as the Court may deem just and proper.
23

24 Dated: August 27, 2020

ASTANEHE LAW



25
26 Michael M. Astanehe
27 Attorney for Plaintiff WEBER and the
28 aggrieved employees