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6 Attorneys for Plaintiffs, CHRISTIAN J. ROBLEZ and
 7 JOSEPH R. LOPEZ, as individuals

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 CHRISTIAN J. ROBLEZ and JOSEPH R.
 12 LOPEZ, as individuals,

13 Plaintiffs,

14 v.

15 WEST COAST MANAGEMENT
 CORPORATION., a dissolved Nevada
 16 corporation; ALLIANTE INTERNATIONAL
 INC., a Nevada corporation; JOHN JOYCE,
 17 an individual; and DOES 1 through 100,
 18 inclusive,

19 Defendants.

CASE NO.: 20STCV32973

[Assigned for all purposes to the Hon. William
 F. Highberger in Dept. 10]

FIRST AMENDED 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 INDEMNIFY;
8. FAILURE TO PAY INTEREST ON DEPOSITS;
9. FAILURE TO TIMELY PAY WAGES; and
10. UNFAIR COMPETITION.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

1 COME NOW plaintiffs CHRISTIAN J. ROBLEZ and JOSEPH R. LOPEZ ("Plaintiffs"),
2 as individuals who allege as follows:

3 **PARTIES**

4 **A. Plaintiffs**

5 1. Plaintiffs CHRISTIAN J. ROBLEZ and JOSEPH R. LOPEZ are and were, at all
6 times relevant hereto, residents of the State of California.

7 2. Plaintiff CHRISTIAN J. ROBLEZ is a resident of the State of California. At all
8 relevant times herein, Plaintiffs are informed and believe, and based thereon allege that
9 Defendants employed Plaintiff CHRISTIAN J. ROBLEZ as a non-exempt employee, with duties
10 that included, but were not limited to, patrolling stores and investigating stolen merchandise.
11 Plaintiffs are informed and believe and based thereon allege that Plaintiff CHRISTIAN J.
12 ROBLEZ worked for Defendants from approximately October of 2019 through approximately
13 June 21, 2020.

14 3. JOSEPH R. LOPEZ is a resident of the State of California. At all relevant times
15 herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed
16 Plaintiff JOSEPH R. LOPEZ as a non-exempt employee, with duties that included, but were not
17 limited to, patrolling stores and investigating stolen merchandise. Plaintiffs are informed and
18 believe, and based thereon allege that Plaintiff JOSEPH R. LOPEZ worked for Defendants from
19 approximately October of 2019 through approximately November 20, 2019.

20 **B. Defendants**

21 4. Plaintiffs are informed and believe, and based thereon allege, that at all times
22 herein mentioned, defendant WEST COAST MANAGEMENT CORPORATION ("WEST
23 COAST"), is, and at all times relevant hereto was, a dissolved corporation organized and formerly
24 existing under and by virtue of the laws of the State of Nevada and doing business in the County
25 of Los Angeles, State of California.

26 5. Plaintiffs are informed and believe and based thereon allege that defendant
27 ALLIANTE INTERNATIONAL INC. ("ALLIANTE") is, and at all times relevant hereto was, a
28 corporation organized and existing under and by virtue of the laws of the State of Nevada and

1 doing business in the County of Los Angeles, State of California.

2 6. Plaintiffs are informed and believe and based thereon allege that defendant John
3 Joyce ("MR. JOYCE") is, and at all times relevant hereto was, an individual residing in California,
4 as well as owner of WEST COAST, ALLIANTE, and DOES 1 through 100, as further defined
5 below. Plaintiffs are further informed and believe and based thereon allege that MR. JOYCE
6 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
7 provisions in violation of Labor Code section 558.1

8 7. The true names and capacities, whether individual, corporate or associate, or
9 otherwise, of the defendant's name herein as DOES 1 through 100, inclusive, are unknown to
10 Plaintiff, who therefore sues said defendants by such fictitious names pursuant to California Code
11 of Civil Procedure section 474, and Plaintiff will amend this complaint to show their true names
12 and capacities when the same have been ascertained. Plaintiffs are informed and believe, and
13 based thereon allege, that all defendants sued herein as DOES are in some manner responsible for
14 the acts herein alleged and that Plaintiff's damages were proximately caused by their conduct.

15 8. Plaintiffs are informed and believe and based thereon allege that all the times
16 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
17 representative, joint venture or co-conspirator of each of the other defendants, either actually or
18 ostensibly, and in doing the things alleged herein acted within the course and scope of such
19 agency, employment, joint venture, and conspiracy.

20 9. All of the acts and conduct described herein of each and every corporate defendant
21 was duly authorized, ordered, and directed by the respective and collective defendant corporate
22 employers, and the officers and management-level employees of said corporate employers. In
23 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
24 their said employees, agents, and representatives, and each of them; and upon completion of the
25 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
26 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
27 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
28 aforementioned corporate employees, agents and representatives.

1 10. Plaintiffs are further informed and believe and based thereon allege that MR.
2 JOYCE violated, or caused to be violated, the above-referenced and below-referenced Labor Code
3 provisions in violation of Labor Code section 558.1.

4 11. Plaintiffs are informed and believe, and based thereon allege, that there exists such
5 a unity of interest and ownership between Defendants, and each of them, that their individuality
6 and separateness have ceased to exist.

7 12. Plaintiffs are informed and believe, and based thereon allege that despite the
8 formation of the purported corporate existence of WEST COAST, ALLIANTE, and DOES 1
9 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same
10 with MR. JOYCE and DOES 51 through 100 ("Individual Defendants"), and each of them, due to,
11 but not limited to, the following reasons:

12 A. The Alter Ego Defendants are completely dominated and controlled by the
13 Individual Defendants who personally committed the wrongful and illegal acts and
14 violated the laws as set forth in this Complaint, and who has hidden and currently
15 hide behind the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or
16 accomplish some other wrongful or inequitable purpose;

17 B. The Individual Defendants derive actual and significant monetary benefits by and
18 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
19 Defendants as the funding source for the Individual Defendants' own personal
20 expenditures;

21 C. Plaintiffs are informed and believe and thereon allege that the Individual
22 Defendants and the Alter Ego Defendants, while really one and the same, were
23 segregated to appear as though separate and distinct for purposes of perpetrating a
24 fraud, circumventing a statute, or accomplishing some other wrongful or
25 inequitable purpose;

26 D. Plaintiffs are informed and believe and thereon allege that the business affairs of
27 the Individual Defendants and the Alter Ego Defendants are, and at all relevant
28 times mentioned herein were, so mixed and intermingled that the same cannot

1 reasonably be segregated, and the same are inextricable confusion. The Alter Ego
2 Defendants are, and at all relevant times mentioned herein were, used by the
3 Individual Defendants as mere shells and conduits for the conduct of certain of
4 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
5 times mentioned herein were, the alter egos of the Individual Defendants;

6 E. The recognition of the separate existence of the Individual Defendants and the Alter
7 Ego Defendants would promote injustice insofar that it would permit defendants to
8 insulate themselves from liability to Plaintiffs for violations of the Civil Code,
9 Labor Code, and other statutory violations. The corporate existence of these
10 defendants should thus be disregarded in equity and for the ends of justice because
11 such disregard is necessary to avoid fraud and injustice to Plaintiffs herein;

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

15 13. As a result of the aforementioned facts, Plaintiffs are informed and believe, and
16 based thereon allege that Defendants, and each of them, are joint employers.

17 **JURISDICTION**

18 14. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
19 of Civil Procedure section 410.10.

20 15. Venue is proper in Los Angeles County, California pursuant to Code of Civil
21 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
22 causes of action complained of herein arose; the county in which the employment relationship
23 began; the county in which the employment contract, or part of it, between Plaintiffs, or some of
24 them, and Defendants was actually performed.

25 **FACTUAL BACKGROUND**

26 16. Plaintiffs are informed and believe, and based thereon allege, that throughout their
27 employment, Defendants failed to pay overtime wages to Plaintiffs in violation of California state
28 wage and hour laws as a result of, without limitation, Plaintiffs working over eight (8) hours per

1 day, forty (40) hours per week, and seven consecutive work days in a work week without being
2 properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40)
3 hours per week in a work week, and/or hours worked on the seventh consecutive work day in a
4 work week by, among other things, failing to accurately track and/or pay for all minutes actually
5 worked; engaging, suffering, or permitting Plaintiffs to work off the clock, including, without
6 limitation, by requiring Plaintiffs: to come early to work and leave late work without being able to
7 clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after
8 clocking out, and to make phone calls off the clock; failing to include all forms of remuneration,
9 including non-discretionary bonuses, incentive pay, and other forms of remuneration into the
10 regular rate of pay for the pay periods where overtime was worked and the additional
11 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
12 rounding of Plaintiffs' time entries; editing and/or manipulation of Plaintiffs' time entries to show
13 less hours than actually worked; and for paying straight pay instead of overtime pay resulting in
14 underpayment of wages to Plaintiffs.

15 17. Plaintiffs are informed and believe, and based thereon allege, that throughout their
16 employment, Defendants failed to pay Plaintiffs at the regular rate of pay for all minimum wages
17 due, in violation of California state wage and hour laws as a result of, among other things, failing
18 to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
19 Plaintiffs to work off the clock, including, without limitation, by requiring Plaintiffs: to come early
20 to work and leave late work without being able to clock in for all that time, to complete pre-shift
21 tasks before clocking in and post-shift tasks after clocking out, and to make phone calls off the
22 clock; detrimental rounding of Plaintiffs' time entries; and editing and/or manipulation of
23 Plaintiffs' time entries to show less hours than actually worked.

24 18. Plaintiffs are informed and believe, and based thereon allege, that throughout their
25 employment, Defendants failed to provide Plaintiffs with timely thirty (30) minute uninterrupted
26 meal periods for days on which he worked more than five (5) hours in a work day and a second
27 timely thirty (30) minute uninterrupted meal period for days on which he worked in excess of ten
28 (10) hours in a work day, and failed to provide compensation for such unprovided meal periods as

1 required by California wage and hour laws.

2 19. Plaintiffs are informed and believe, and based thereon allege, that throughout their
3 employment, Defendants failed to provide Plaintiffs with uninterrupted rest periods of at least ten
4 (10) minutes per four (4) hours worked or major fraction thereof and failed to provide
5 compensation for such unprovided rest periods as required by California wage and hour laws.

6 20. Plaintiffs are informed and believe, and based thereon allege, that throughout their
7 employment, Defendants failed to furnish Plaintiff with itemized wage statements that accurately
8 reflected, among other things, all applicable rates of pay per workweek, including for regular and
9 overtime worked, accurate calculation of net and gross wages earned, and premium wages due for
10 missed meal and/or rest periods, as required by California wage and hour laws.

11 21. Plaintiffs are informed and believe, and based thereon allege, that throughout their
12 employment, Defendants failed to pay Plaintiffs the full amount of their wages owed to them upon
13 termination as required by Labor Code sections 201 and 202.

14 22. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
15 to pay Plaintiffs the full amount of their wages for labor performed in a timely fashion as required
16 under Labor Code section 204.

17 23. Plaintiffs are informed and believe, and based thereon allege, that throughout their
18 employment, Defendants failed to indemnify Plaintiffs for the out-of-pocket expenses costs
19 incurred in purchasing and/or providing unreturned deposits for handcuffs and handbooks;
20 mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; and
21 using cellular phones for work-related purposes.

22 24. Plaintiffs are informed and believe, and based thereon allege, that throughout their
23 employment, Defendants failed to return interest on deposits made by Plaintiffs for handcuffs and
24 handbooks purchased to perform work duties.

25 25. Plaintiffs bring this action pursuant to, including but not limited to, Labor Code
26 sections 200, 201, 202, 203, 204, 226, 226.7, 404, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and
27 California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages,
28 payment of premium wages for missed meal and rest periods, waiting time penalties, wage

1 statement penalties, failure to indemnify work-related expenses, failure to timely pay wages,
2 failure to pay interest on deposits made, other such provisions of California law, and reasonable
3 attorneys' fees and costs.

4 26. Plaintiffs further bring this action pursuant to California Business and Professions
5 Code sections 17200 through 17208 and seek an injunction(s) prohibiting Defendants from further
6 violating the Labor Code and requiring the establishment of appropriate and effective means to
7 prevent further violations, as well as all monies owed but withheld and retained by Defendants to
8 which Plaintiffs are entitled, as well as restitution of amounts owed.

9 **FIRST CAUSE OF ACTION**

10 **(Unpaid Overtime – Against all Defendants)**

11 27. Plaintiffs reallege and incorporate by reference all of the allegations contained in
12 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

13 28. At all times relevant to this First Amended Complaint, Plaintiffs were employees of
14 Defendants covered by Labor Code section 510, 1194 and 1199.

15 29. At all times relevant to this First Amended Complaint, Labor Code section 510
16 provided that “[e]ight hours of labor constitutes a day’s work.” Moreover, at all times relevant to
17 this Complaint, Labor Code section 510, “[a]ny work in excess of eight hours in one workday and
18 any work in excess of forty hours in any one workweek and the first eight hours on the seventh
19 day of work in any one workweek shall be compensated at the rate of no less than one and one-
20 half times the regular rate of pay for an employee.”

21 30. At all times relevant to this First Amended Complaint, Labor Code section 510
22 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate
23 of no less than twice the regular rate of pay for an employee. In addition, any work in excess of
24 eight hours on any seventh day of a workweek shall be compensated at the rate of no less than
25 twice the regular rate of pay.”

26 31. Throughout Plaintiffs’ employment with Defendants, Plaintiffs worked shifts that
27 consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek,
28 and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all

1 hours worked as a result of, including but not limited to, Defendants failing to accurately track
2 and/or pay for all minutes actually worked; engaging, suffering, or permitting Plaintiffs to work
3 off the clock, including, without limitation, by requiring Plaintiffs: to come early to work and
4 leave late work without being able to clock in for all that time, to complete pre-shift tasks before
5 clocking in and post-shift tasks after clocking out, and to make phone calls off the clock; failing to
6 include all forms of remuneration, including non-discretionary bonuses, incentive pay, and other
7 forms of remuneration into the regular rate of pay for the pay periods where overtime was worked
8 and the additional compensation was earned for the purpose of calculating the overtime rate of
9 pay; detrimental rounding of Plaintiffs' time entries; editing and/or manipulation of Plaintiffs'
10 time entries to show less hours than actually worked; and for paying straight pay instead of
11 overtime pay to the detriment of Plaintiffs.

12 32. Accordingly, by requiring Plaintiffs to work greater than eight (8) hours per
13 workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly
14 compensating overtime wages at the proper overtime rate of pay, Defendants, willfully violated
15 the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage
16 Orders, and California law.

17 33. As a result of the unlawful acts of Defendants, Plaintiffs have been deprived of
18 wages, including overtime wages estimated at \$6,003.00, or in amounts to be determined at trial,
19 and is entitled to recovery of such amounts, plus interest estimated at \$1,200.60 and penalties
20 thereon, as well as attorneys' fees and costs pursuant to Labor Code sections 1194 and 218.6,
21 Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

22 **SECOND CAUSE OF ACTION**

23 **(Unpaid Minimum Wages – Against all Defendants)**

24 34. Plaintiffs reallege and incorporate by reference all of the allegations contained in
25 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

26 35. At all relevant times, Plaintiffs were employees or former employees of Defendants
27 covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

28 / / /

1 36. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs were
2 entitled to receive minimum wages for all hours worked.

3 37. Throughout Plaintiffs' employment with Defendants, Defendants failed to pay
4 Plaintiffs minimum wages for all hours worked in violation of Labor Code section 1197 and
5 applicable wage orders as a result of, without limitation, failing to accurately track and/or pay for
6 all minutes actually worked; engaging, suffering, or permitting Plaintiffs to work off the clock,
7 including, without limitation, by requiring Plaintiffs: to come early to work and leave late work
8 without being able to clock in for all that time, to complete pre-shift tasks before clocking in and
9 post-shift tasks after clocking out, and to make phone calls off the clock; detrimental rounding of
10 Plaintiffs' time entries; and editing and/or manipulation of Plaintiffs' time entries to show less
11 hours than actually worked.

12 38. As a result of the unlawful acts of Defendants, Plaintiffs have been deprived of
13 wages, including minimum wages estimated at \$8,004.00, or in amounts to be determined at trial,
14 and is entitled to recovery of such amounts, plus interest estimated at \$1,600.80 and penalties
15 thereon, as well as attorneys' fees and costs pursuant to Labor Code sections 1194 and 218.6,
16 Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

17 **THIRD CAUSE OF ACTION**

18 **(Failure to Provide Meal Periods or Compensation – Against all Defendants)**

19 39. Plaintiffs reallege and incorporate by reference all of the allegations contained in
20 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

21 40. Pursuant to Labor Code section 512, no employer shall employ an employee for a
22 work period of more than five (5) hours without an uninterrupted meal break of not less than thirty
23 (30) minutes in which the employee is relieved of all of his or her duties. The "first meal periods
24 must start after no more than five hours." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53
25 Cal.4th 1004, 1042.)

26 41. Furthermore, pursuant to Labor Code section 512, no employer shall employ an
27 employee for a work period of more than ten (10) hours per day without providing the employee
28 with a second uninterrupted meal period of not less than thirty (30) minutes in which the employee

1 is relieved of all of his or her duties. The second meal period must begin “after no more than 10
2 hours of work in a day, i.e., no later than what would be the start of the 11th hour of work...”
3 (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1042.)

4 42. Plaintiffs were not provided with the requisite meal breaks as required under the
5 law.

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

11 44. By failing to provide Plaintiffs with the meal periods contemplated by California
12 law, and by failing to provide compensation for such unprovided meal periods, as alleged above,
13 Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage
14 Orders.

15 45. As a result of Defendants’ unlawful conduct, Plaintiffs have been deprived of one
16 additional hour of pay at Plaintiffs’ regular rate of compensation for each workday that an
17 uninterrupted meal period was not provided, estimated at \$4,002.00, or in amounts to be
18 determined at trial, and is entitled to recovery of such amounts, plus interest estimated at \$800.40
19 and costs under Labor Code sections 226.7, Code of Civil Procedure section 1032, and Civil Code
20 section 3287.

21 **FOURTH CAUSE OF ACTION**

22 **(Failure to Provide Rest Periods – Against all Defendants)**

23 46. Plaintiffs reallege and incorporate by reference all of the allegations contained in
24 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

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

1 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20)
2 minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be
3 provided thirty (30) minutes of paid rest period.

4 48. Moreover, the Industrial Wage Orders require that the rest periods "insofar as
5 practicable ... shall be in the middle of each work period." (*Brinker Restaurant Corp. v. Superior*
6 *Court* (2012) 53 Cal.4th 1004, 1032-1033, citing DLSE Opn. Letter No. 2001.09.17 (Sept. 17,
7 2001) at p.4.)

8 49. Plaintiffs were not provided with requisite rest periods as contemplated under the
9 law.

10 50. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
11 with a rest period as provided in the applicable Wage Order of the Industrial Welfare Commission,
12 the employer shall pay the employee one additional hour of pay at the employee's regular rate of
13 compensation for each work day that the timely rest period is not provided.

14 51. By their failure to provide Plaintiffs with timely rest periods contemplated by
15 California law, and failing to provide compensation for such unprovided timely rest periods, as
16 alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and
17 applicable Wage Orders.

18 52. As a result of Defendants' unlawful conduct, Plaintiffs have been deprived of one
19 additional hour of pay at Plaintiffs' regular rate of compensation for each work day that an
20 uninterrupted rest period was not provided estimated at \$8,004.00, or in amounts to be determined
21 at trial, and is entitled to recovery of such amounts, plus interest estimated at \$1,600.80 and costs
22 under Labor Code sections 226.7, Code of Civil Procedure section 1032, and Civil Code section
23 3287.

24 **FIFTH CAUSE OF ACTION**

25 **(Failure to Provide Due Wages at Termination – Against All Defendants)**

26 53. Plaintiffs reallege and incorporate by reference all of the allegations contained in
27 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

28 / / /

1 54. At all relevant times, Plaintiffs were employees of Defendants covered by Labor
2 Code section 201 and 202.

3 55. California Labor Code sections 201 and 202 require Defendants to pay all of an
4 employee's wages immediately upon termination of employment. Labor Code section 203
5 provides that if an employer willfully fails to timely pay such wages the employer must, as a
6 penalty, continue to pay the subject employees' wages until the back wages are paid in full or an
7 action is commenced. The penalty cannot exceed 30 days of wages.

8 56. Defendants failed to pay Plaintiffs all wages earned and unpaid prior to termination
9 in accordance with Labor Code sections 201 or 202. Plaintiffs are informed and believe, and
10 based thereon allege that Defendants did not pay upon termination, the wages owed to Plaintiffs as
11 a consequence of, among other things, overtime and minimum wage hours worked.

12 57. Defendants' failure to pay Plaintiffs all wages earned prior to termination in
13 accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay
14 all wages earned by Plaintiffs at the time of termination or resignation in accordance with Labor
15 Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the
16 requirements of Labor Code sections 201 and 202.

17 58. As alleged above and below, Plaintiffs are entitled to compensation for wages
18 earned, wages earned at the legal overtime minimum wage rate, minimum wages, and wages for
19 missed meal and rest periods, but to date has not received such compensation.

20 59. Pursuant to Labor Code section 203, Plaintiffs are entitled to penalty wages from
21 the date her earned and unpaid wages were due, upon termination or resignation, until paid, up to a
22 maximum of 30 days.

23 60. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an
24 amount subject to proof, to the extent she was not paid for all wages earned prior to termination or
25 resignation.

26 61. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an
27 amount subject to proof, to the extent she was not paid all penalty wages owed under Labor Code
28 section 203.

62. As a consequence of Defendants' willful conduct in not paying overtime compensation, minimum wages, and wages for missed rest and meal periods, Plaintiffs are entitled to thirty (30) days wages estimated at \$8,370 as a penalty under Labor Code section 203, together with interest estimated at \$1,413.6 thereon and attorneys' fees and costs pursuant to Labor Code sections 218.5 and 1194, and Civil Code section 3287.

SIXTH CAUSE OF ACTION

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

63. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

64. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

65. Defendants failed to provide Plaintiffs accurate itemized wage statements in accordance with Labor Code section 226, subdivision (a) including, without limitation, wage statements that accurately set out the number of regular and overtime hours worked by Plaintiffs, the number of missed meal and rest periods by Plaintiffs, as well as the gross and net regular, overtime and premium wages owed to Plaintiffs.

66. Defendants' failure to provide Plaintiffs with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiffs with accurate wage statements, but intentionally provided wage statements that Defendants knew were not accurate.

67. As a result of Defendants' unlawful conduct, Plaintiffs have suffered injury. The absence of accurate information on their wage statements has delayed timely challenge to Defendants' unlawful pay practices, requires discovery and mathematical computations to determine the amount of wages owed, causes difficulty and expense in attempting to reconstruct time and pay records, and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies.

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68. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs are entitled to recover Fifty Dollars (\$50) for the initial pay period during the Penalty Period in which violation of Labor Code section 226 occurred and One Hundred Dollars (\$100) for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate penalty of Four Thousand Dollars (\$4,000). Furthermore, pursuant to Labor Code section 226, subdivisions (e) and (g), Plaintiff is entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), estimated at \$1,700, or in amounts to be determined at trial, as well as reasonable attorney's fees and costs of suit.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against all Defendants)

69. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereat.

70. California Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his duties . . .”

71. At all relevant times, Defendants required Plaintiffs to incur expenses to perform job duties by requiring Plaintiffs to use their cellular phones, incur charges for gas and mileage in connection with driving their personal vehicle, and for use of work tools and safety equipment.

72. At all relevant times, Defendants failed and refused, and still fail and refuse, to reimburse Plaintiffs for costs incurred in purchasing and/or providing unreturned deposits for handcuffs and handbooks; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; and using cellular phones for work-related purposes.

73. Pursuant to Labor Code section 2802, Code of Civil Procedure section 1032, and Civil Code section 3287, Plaintiffs are entitled to reimbursement for gas and mileage incurred by using a personal vehicle for work-related duties, for costs Plaintiffs incurred in maintaining a cell phone for work related purposes, and for costs incurred in purchasing and/or providing unreturned deposits for handcuffs and handbooks Plaintiffs were required to use to discharge their duties for Defendants estimated at \$1,430.00, or in an amount to be determined at trial, interest estimated at

1 \$286.00, and penalties thereon, reasonable attorney's fees, and costs of suit.

2 **EIGHTH CAUSE OF ACTION**

3 **(Violation of Labor Code § 404 – Against All Defendants)**

4 74. Plaintiffs reallege and incorporate by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth herein.

6 75. At all relevant times, Plaintiffs were employees or former employees of Defendants
7 covered by Labor Code sections 400 through 410.

8 76. Pursuant to Labor Code section 404, Defendants were required to immediately
9 return amounts deposited for handcuffs with accrued interest when Plaintiffs returned the required
10 uniforms to Defendants.

11 77. Plaintiffs are informed and believe, and based thereon allege that for three (3) years
12 prior to the filing of this Action through the present, due to policies and practices adopted by
13 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately
14 return accrued interest on deposits made by Plaintiffs upon their returning their handcuffs and
15 handbooks to Defendants.

16 78. As a result of Defendants' conduct, Plaintiffs suffered damages in an amount of
17 \$210, or in an amount to be determined at trial, with interest estimated at \$42.00, to the extent they
18 were not compensated for accrued interest on amounts deposited for mandatory handcuffs upon
19 returning their uniforms to Defendants.

20 79. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiffs are entitled to
21 recover their unpaid accrued interest on handcuff deposits, reasonable attorney's fees and costs of
22 suit.

23 **NINTH CAUSE OF ACTION**

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

25 80. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs
26 and incorporate each by reference as though fully set forth hereat.

27 81. At all relevant times, Plaintiffs were employees or former employees of Defendants
28 covered by Labor Code section 204 and applicable Wage Orders.

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

6 83. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
7 independent and apart from, any other penalty provided in this article, every person who fails to
8 pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
9 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
10 hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
11 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
12 each employee, plus 25 percent of the amount unlawfully withheld.”

13 84. Plaintiffs are informed and believe, and based thereon allege, that during the course
14 of Plaintiffs’ employment, Defendants employed policies and practices that resulted in not paying
15 Plaintiffs in accordance with Labor Code section 204.

16 85. Pursuant to Labor Code section 210, Plaintiffs are entitled to recover penalties for
17 Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100)
18 for each initial violation per plaintiff, and two hundred dollars (\$200) for each subsequent
19 violation in connection with each payment that was made in violation of Labor Code section 204
20 per plaintiff, plus 25 percent of the amount unlawfully withheld.

21 86. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
22 1032, and Civil Code section 3287, Plaintiffs are entitled to recovery of penalties totaling
23 \$4,400.00, or a sum to be proven at trial, as well as interest of \$880.00, plus their costs of suit, as
24 well.

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1 **TENTH CAUSE OF ACTION**

2 **(Unfair Competition – Against all Defendants)**

3 87. Plaintiffs reallege and incorporate by reference all of the allegations contained in
4 the preceding paragraphs of this Complaint as though fully set forth hereat.

5 88. The unlawful conduct of Defendants alleged herein constitutes unfair competition
6 within the meaning of Business and Professions Code section 17200. Due to their unlawful
7 business practices in violation of the Labor Code, Defendants have gained a competitive
8 advantage over other comparable companies doing business in the State of California that comply
9 with their obligations to compensate employees in accordance with the Labor Code.

10 89. Plaintiffs are entitled to an injunction and other equitable relief against such
11 unlawful practices in order to prevent future damage, for which there is no adequate remedy at
12 law, and to avoid a multiplicity of lawsuits

13 90. As a result of Defendants' unfair competition as alleged herein, Plaintiffs have
14 suffered injury in fact and lost money or property. Plaintiffs have been deprived from not being
15 compensated overtime and minimum wages, from not being provided with meal and rest breaks or
16 compensation in lieu thereof, from being provided with inaccurate wage statements, for failing to
17 timely pay wages, and for not indemnifying costs incurred in purchasing and/or providing
18 unreturned deposits for handcuffs; mileage and/or gas costs incurred in driving personal vehicles
19 for work-related purposes; using cellular phones for work-related purposes; and purchasing tools
20 necessary to perform work duties, and for not paying interest on deposits made in connection with
21 the purchase of handcuffs.

22 91. As a direct and proximate result of the unfair business practices of Defendants, and
23 each of them, Plaintiffs are entitled to equitable and injunctive relief, including full restitution
24 and/or disgorgement of all wages and overtime estimated at \$26,013 which have been unlawfully
25 withheld from Plaintiffs as a result of the business acts and practices described herein and
26 enjoining Defendants to cease and desist from engaging in the practices described herein.
27 Restitution of the money owed to Plaintiffs is necessary to prevent Defendants from becoming
28 unjustly enriched by their failure to comply with the Labor Code.

1 92. The illegal conduct alleged herein is continuing, and there is no indication that
2 Defendants will not continue such activity into the future. Plaintiffs allege that if Defendants, and
3 each defendant constituting Defendants, is not enjoined from the conduct set forth in the
4 Complaint, they will continue to fail to pay overtime wages and minimum wages, will continue to
5 require employees to work during meal periods, will continue to fail to pay premium pay for
6 missed meal and rest periods, will continue to issue inaccurate wage statements, will continue to
7 fail to reimburse for costs incurred in furtherance of work duties, and will continue to fail to pay
8 appropriate taxes, and insurance, and unemployment withholdings.

9 93. Plaintiffs are entitled to recover reasonable attorneys' fees in connection with their
10 unfair competition claims pursuant to Code of Civil Procedure section 1021.5, the substantial
11 benefit doctrine and/or the common fund doctrine. Plaintiffs are further entitled to costs of suit
12 under Code of Civil Procedure section 1032 and interest under Civil Code sections 218.6 and 3287

13 **REQUEST FOR A JURY TRIAL**

14 94. Plaintiffs pray for a trial by jury.

15 **PRAAYER**

16 WHEREFORE, Plaintiffs pray for Judgment against Defendants as follows:

- 17 A. For general and compensatory damages according to proof;
18 B. For all wages earned and owed, including unpaid overtime and minimum wages
19 under, among other authorities, Labor Code sections 510, 558.1, 1194, and 1197;
20 C. For liquidated damages under Labor Code section 1194.2;
21 D. Damages for missed meal periods under, among other authorities, Labor Code
22 sections 512, 558.1, and 226.7;
23 E. Damages for missed rest periods under, among other authorities, Labor Code
24 sections 558.1, and 226.7;
25 F. Penalties for inaccurate wage statements under Labor Code sections 226,
26 subdivision (e) and 558.1;
27 G. Penalties for failing to pay all owed wages within 24 hours of termination or 72
28 hours of resignation under Labor Code sections 203 and 558.1;

- 1 H. Penalties to timely pay wages under Labor Code section 210;
2 I. Damages in the form of reimbursement for costs incurred for necessary
3 employment expenditures under Labor Code section 2802;
4 J. Preliminary and permanent injunction(s) prohibiting Defendants from further
5 violating the Labor Code and requiring the establishment of appropriate and
6 effective means to prevent further violations;
7 K. Restitution under Business and Professions Code section 17203;
8 L. For prejudgment and post-judgment interest at the maximum rate allowed by law;
9 M. For reasonable attorneys' fees;
10 N. For costs of suit incurred herein; and
11 O. For such other and further relief as the Court deems just and proper.

12
13 Dated: December 29, 2021

BIBIYAN LAW GROUP, P.C.

14
15 BY: 

JOSHUA SHIRIAN

DAVID D. BIBIYAN

Attorneys for Plaintiffs CHRISTIAN J. ROBLEZ and
JOSEPH R. LOPEZ

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 8484 Wilshire Blvd, Suite 500, Beverly Hills, California 90211.

On December 29, 2021, I served the following document(s) described as **FIRST AMENDED COMPLAINT** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

John Joyce
25 Holston Hills Road
Henderson, Nevada 89052

Alliante International Inc.
c/o John Joyce
25 Holston Hills Road
Henderson, Nevada 89052

West Coast Management Corporation c/o John Joyce
25 Holston Hills Road
Henderson, Nevada 89052

Defendants

I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. The envelope or package was placed in the mail at Beverly Hills, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Executed on December 29, 2021 at Beverly Hills, California.



Emanuel Munguia