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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JACOB ALATRISTE,

Plaintiff,

vs.

SALVAGED LIVES RESOURCES LLC;
BERNARD HOLLOWAY; BILLY
MAYBERRY; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **21STCV09501**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO GIVE REST BREAKS;**
- 10) FAILURE TO GIVE MEAL BREAKS**
- 11) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 12) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 13) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, JACOB ALATRISTE (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants SALVAGED LIVES RESOURCES LLC; BERNARD HOLLOWAY; BILLY MAYBERRY and DOES 1 to 25, inclusive (hereinafter collectively known as “Defendants” or “SALVAGED LIVES RESOURCES”), do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SALVAGED LIVES RESOURCES LLC is and was a California corporation, doing business in Los Angeles County, California and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendants BERNARD HOLLOWAY and BILLY MAYBERRY are male residents of the County of Los Angeles, State of California, and the owners and managing agents of SALVAGED LIVES RESOURCES LLC. Plaintiff is informed and believes and thereon alleges that BERNARD HOLLOWAY and BILLY MAYBERRY managed and were directly involved in the day-to-day operations of SALVAGED LIVES RESOURCES LLC and controlled the wages, hours, and working conditions of Plaintiff and others similarly situated. BERNARD HOLLOWAY

1 and BILLY MAYBERRY are being included in this lawsuit pursuant to Labor Code Section
2 558.1.

3 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
4 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
5 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
6 defendants, numbers 1 to 25, reside in the State of California and are in some manner
7 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
8 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
9 and capacities of these fictitiously named defendants.
10

11 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
12 that information and belief, alleges that at all times herein mentioned, each of the remaining
13 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
14 under the authority of their agency, employment, or representative capacity, with the consent
15 of his/her codefendants.
16

17 **GENERAL ALLEGATIONS**

18 7. Plaintiff started working for SALVAGED LIVES RESOURCES as a Manager on or
19 around November 11, 2019.

20 8. Although Plaintiff was deemed a “manager”, he did not manage two or more people
21 and did not have the ability to hire and fire other employees. For all purposes, Plaintiff was
22 supposed to be classified as an hourly, non-exempt employee.
23

24 9. During his employment tenure, Mr. Alatrisme’s job duties centered around meeting the
25 needs of parolees who were housed by SALVAGED LIVES RESOURCES. As such, Mr.
26 Alatrisme’s job duties included cooking, cleaning, drug testing, submitting paperwork, grocery
27 shopping, and driving parolees to various different appointments, medical and otherwise.
28

10. Plaintiff last worked for SALVAGED LIVES RESOURCES on or around September

1 25, 2020. Plaintiff was paid on a monthly basis and was seemingly misclassified as an
2 independent contractor and not as a “W-2” employee.

3 11. SALVAGED LIVES RESOURCES has committed numerous labor code violations
4 against Plaintiff and other similarly situated aggrieved employees.

5 12. SALVAGED LIVES RESOURCES violated Labor Code section 226.8. Pursuant to
6 Labor Code section 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify
7 an individual as an independent contractor. “Willful misclassification means avoiding employee
8 status for an individual by voluntarily and knowingly misclassifying that individual as an
9 independent contractor.” Cal. Lab. Code Section 226.8(i)(4). If a person or employer has
10 willfully misclassified an individual as an independent contractor, the person or employer shall
11 be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than
12 fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines
13 permitted by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or
14 is engaging in a pattern or practice of willfully misclassifying individuals as independent
15 contractors, the person or employer shall be subject to a civil penalty of not less than ten thousand
16 dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation,
17 in addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(c).
18 In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th 903, the
19 Supreme Court developed the “ABC TEST” to determine whether an independent contractor is
20 an employee. Under the ABC TEST, a worker will be deemed to have been “suffered or
21 permitted to work,” and thus, an employee for wage order purposes, unless the putative employer
22 proves:
23

24 (A) that the worker is free from the control and direction of the hiring entity in connection
25 with the performance of the work, both under the contract for the performance of the
26 work and in fact;

27 (B) that the worker performs work that is outside the usual course of the hiring entity’s
28 business; and

1 (C) that the worker is customarily engaged in an independently established trade,
2 occupation, or business of the same nature as the work performed.

3 Note that each of these requirements need to be met in order for the presumption that a worker
4 is an employee to be rebutted, and for a court to recognize that a worker has been properly
5 classified as an independent contractor.

6 13. Here, it is unequivocally clear that SALVAGED LIVES RESOURCES would not be able
7 to get past the second part of the test since Plaintiff and others were unequivocally doing work
8 related to SALVAGED LIVES RESOURCES' core business of housing parolees and ensuring
9 their compliance with parole obligations. As such, SALVAGED LIVES RESOURCES willfully
10 misclassified Plaintiff and other aggrieved employees as independent contractors. Moreover,
11 there was plenty of control by SALVAGED LIVES RESOURCES as it related to Mr. Alatrisme's
12 and others' job duties, work schedules, and working conditions.

13 14. SALVAGED LIVES RESOURCES did not provide Plaintiff and other similarly situated
14 aggrieved employees with the minimum wages to which they were entitled for all work
15 performed and did not compensate him and others for all hours worked pursuant to California
16 Labor Code sections 1194, 1197 and 1197.1. This is so because there was no company clock-in
17 and clock-out system at all and the company was not able to keep track of all hours worked. As
18 such, Plaintiff and others worked hours for which they were not compensated, and which
19 SALVAGED LIVES RESOURCES did not keep track of. Since Plaintiff lived at the housing
20 unit in Victorville with the parolees, his job was an all-day and all-night job (7 days per week
21 and approximately 10-12 hours per day) in terms of supervising and meeting the needs of the
22 parolees.

23 15. SALVAGED LIVES RESOURCES violated Labor Code §§ 512 and 226.7 along with
24 the applicable Industrial Welfare Commission Wage Order because it failed to provide Plaintiff
25 and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal
26 periods for every five (5) hours of work throughout their employment, and Plaintiff did not
27 validly waive said meal periods. SALVAGED LIVES RESOURCES did not completely relieve
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1 Plaintiff of all duties during said meal periods. SALVAGED LIVES RESOURCES did not pay
2 to Plaintiff one additional hour of pay at our client's regular rate of compensation for each
3 workday that one or more statutory meal periods was not provided. It was not company policy
4 and not part of the company culture for employees such as Plaintiff and others to take timely,
5 uninterrupted meal breaks before the 5th hour worked. As such, the culture at SALVAGED
6 LIVES RESOURCES did not lend itself to the employees receiving statutory breaks wherein
7 they were relieved of all work duties, especially when Plaintiff was out on the road and driving
8 the parolees. It was the normal practice and custom of SALVAGED LIVES RESOURCES not
9 to authorize, permit, and enforce statutory meal periods, especially due to the fact that Plaintiff
10 and others were misclassified as independent contractors, who are not necessarily entitled to
11 meal breaks as a matter of law. As such, the environment and culture at SALVAGED LIVES
12 RESOURCES along with the misclassification of employees as independent contractors was not
13 conducive to receiving statutory meal breaks under California law. Furthermore, to the extent
14 that there is an argument that Plaintiff and others got meal periods and ate with the parolees, the
15 issue is that Plaintiff was consistently interrupted by the parolees as he was not able to have an
16 uninterrupted meal period due to the nature of his job.

17 16. Similarly, SALVAGED LIVES RESOURCES violated Labor Code § 226.7 along with
18 the applicable Industrial Welfare Commission Wage Order because it failed to provide Plaintiff
19 and other similarly situated aggrieved employees 10-minute rest periods for every four hours of
20 work, or majority portion thereof, throughout their employment. SALVAGED LIVES
21 RESOURCES did not completely relieve Plaintiff of all duty during said rest periods.
22 SALVAGED LIVES RESOURCES did not pay to Plaintiff one additional hour of pay at our
23 client's regular rate of compensation for each workday that one or more statutory rest periods
24 was not provided. Like the situation involving meal breaks and due to issues surrounding
25 misclassification of workers as independent contractors, it was not company policy and not part
26 of the company culture for employees such as Plaintiff and others to take rest breaks. As such,
27 the culture at SALVAGED LIVES RESOURCES did not lend itself to the employees receiving
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1 statutory breaks wherein they were relieved of all work duties. It was the normal practice and
2 custom of SALVAGED LIVES RESOURCES not to authorize, permit, and enforce statutory
3 rest periods. As such, the environment and culture at SALVAGED LIVES RESOURCES was
4 not conducive to receiving statutory rest breaks under California law. Furthermore, and as
5 mentioned with the meal breaks, due to the nature of Mr. Alatrisme's job of supervising and
6 meeting the needs of the parolees, Plaintiff would not be able to take an uninterrupted rest break
7 throughout the day.

8 17. SALVAGED LIVES RESOURCES also violated Labor Code §510 because it failed to
9 pay Plaintiff and other similarly situated aggrieved employees overtime, even though they
10 worked more than 8 hours per day and/or 40 hours per week throughout their employment. This
11 is so because SALVAGED LIVES RESOURCES misclassified Plaintiff and others as
12 independent contractors when they should have been classified as hourly, non-exempt employees
13 who would be entitled to overtime compensation. Plaintiff and other similarly situated aggrieved
14 employees worked more than 8 hours per day and/or 40 hours per week, however, they were not
15 compensated for their overtime hours. It was simply not company policy to pay Plaintiff and
16 others overtime compensation, even though Plaintiff and others consistently worked over 8 hours
17 per day and were unequivocally entitled to daily overtime.

18 18. Furthermore, during the relevant time period, and due to the violations as alleged above,
19 SALVAGED LIVES RESOURCES failed to pay Plaintiff and other similarly situated aggrieved
20 employees all wages due to them within any time period specified by California Labor Code
21 section 204. SALVAGED LIVES RESOURCES was also in violation of California Labor Code
22 section 226(a) by failing to include pertinent information on the wage statements, including but
23 not limited to, all hours worked, all hourly rates in effect, overtime hours worked, gross wages
24 earned, premium pay for missed meal and rest breaks, all deductions, net wages earned, the
25 correct name and address of the employing entity, the start and end of the pay period, and
26 reimbursement for business expenses, among others. In fact, SALVAGED LIVES
27 RESOURCES did not provide Plaintiff and other aggrieved employee with any paystubs
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1 whatsoever. As such, SALVAGED LIVES RESOURCES did not provide Plaintiff and other
2 similarly situated aggrieved employees with complete, accurate itemized wage statements during
3 the applicable PAGA period.

4 19. SALVAGED LIVES RESOURCES violated Labor Code § 203 because it willfully failed
5 to pay Plaintiff and other similarly situated aggrieved employees their earned and due wages
6 upon separation of employment, either immediately upon involuntary termination, or within 72
7 hours of resignation. These earned but unpaid wages include compensation for all hours worked,
8 overtime compensation, premium pay for missed meal and rest breaks, and business expense
9 reimbursement, among others.

10 20. During the relevant time period, SALVAGED LIVES RESOURCES also failed to keep
11 accurate and complete payroll records showing the hours worked by Plaintiff and other similarly
12 situated aggrieved employees as well as the correct wages paid to Plaintiff and other aggrieved
13 employees pursuant to California Labor Code sections 1174(d). This is clearly true due to the
14 fact that the company did not have a clock-in/clock-out system.

15 21. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
16 expenses and costs that were not reimbursed by SALVAGED LIVES RESOURCES. These costs
17 include, but are not limited to, the use their personal cell phones for work purposes (including
18 texting and scanning paperwork) and reimbursement for things such as buying groceries
19 (although the company would give Plaintiff money for food, it would often not be enough),
20 buying cleaning supplies, oil changes and tires for the company van. Accordingly, SALVAGED
21 LIVES RESOURCES was in violation of California Labor Code sections 2800 and 2802.
22 Moreover, SALVAGED LIVES RESOURCES failed to provide sick pay pursuant to Labor
23 Code section 246 and also failed to provide Worker's Compensation coverage for Plaintiff and
24 other aggrieved employees in violation of Labor Code Section 3700.5.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

3 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
4 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 22. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.
8

9 23. At all times relevant herein, Defendants were required to compensate its employees
10 for all hours worked upon reporting for work at the appointed time stated by the employer
11 pursuant to Industrial Welfare Commission Order 4/5-2001, California Code of Regulations,
12 Title 8, Section 11040/11050.

13 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
14 Plaintiff for all hours worked.

15 25. Under the aforementioned wage order and regulations, Plaintiff is to recover
16 compensation for all hours worked but not paid by Defendants for the three (3) years
17 preceding the filing of this Complaint.

18 26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
19 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
20 this Court.

21 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194,
22 and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
23 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
24 reasonable attorney's fees and costs of suit.

25 28. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
27 amount known to Plaintiff once he has obtained all of his payroll records from
28 Defendants.

1 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
2 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

3 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

6
7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME**

9 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
10 **Regulations Title 8 Section 11040/11050)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

14 37. Pursuant to Industrial Welfare Commission 4-2001/5-2001, California Code of
15 Regulations, Title 8, Section 11040/11050 for the period of Plaintiff's employment,
16 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
17 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
18 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
19 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
20 consecutive work day in a week.

21 38. Plaintiff was a non-exempt employee entitled to the protections of the California
22 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
23 Title 8, Section 11040/11050.

24 39. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
25 forty (40) hours in a single workweek on numerous occasions.

26 40. Plaintiff was entitled to the above overtime premiums.

27 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
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1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiff's
2 regular rate of pay for hours worked past twelve (12) in a day.

3 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
4 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

5 43. Plaintiff worked at least one pay period in which he was not properly paid overtime
6 within the three (3) years prior to the initiation of this lawsuit.

7 44. Defendants know or should know the actual dates of overtime worked, the amount of
8 overtime worked, and the amount of unpaid overtime due.

9 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
10 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
11 Court.

12 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
13 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
14 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
15 reasonable attorney's fees and costs of suit.

16 47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
18 trial.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

21 **(California Labor Code Section 226)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

25 49. Pursuant to California Labor Code Section 226, every employer must furnish each
26 employee an itemized statement of wages and deductions at the time of payment of wages.

27 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
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1 accurately reflected all information required by Labor Code Section 226, including but not
2 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
3 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.

4 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
5 Plaintiff in accordance with California Labor Code Section 226(a).

6 51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
7 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
8 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
9 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
10 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
11 the 1-year period immediately preceding the date this lawsuit was filed.

12 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
13 sustained damages, including loss of earnings, in an amount to be established at trial. As a
14 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
15 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
16 and attorney's fees pursuant to statute.

17 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

22 **(California Labor Code Section 204)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

26 55. California Labor Code Section 204 establishes the fundamental right of all employees
27 in the State of California to be paid wages in a timely fashion for their work.
28

1 56. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
2 full amount of all owed wages when due as required by California Labor Code Section 204.

3 57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
4 informed, believes, and thereon alleges, that all times relevant during the liability period,
5 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
6 including overtime hours and premium pay for missed rest breaks and meal breaks.

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

11 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

16 **(California Labor Code Sections 201, 202, 203)**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 60. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

20 61. Pursuant to California Labor Code Section 201(a), an employer who discharges an
21 employee must immediately pay for all compensation due and owing.

22 62. Pursuant to California Labor Code Section 202, when an employee resigns, the
23 employer must pay all compensation due and owing within 72 hours of resignation, or on the
24 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

25 63. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
26 without abatement or reduction, any wages of an employee whose employment ends, the wages
27 of the employee shall continue as a penalty from the due date at the same rate until paid or until
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1 an action is commenced; however, the wages shall not continue for more than 30 days for
2 failure to pay an employee owed wages.

3 64. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
4 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

5 65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
8 preceding the filing of this lawsuit.

9 66. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
10 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
11 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

12 67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE SECTION 558**

17 **(California Labor Code Section 558)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

21 69. California Labor Code Section 558 states that any person acting on behalf of an
22 employer who violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
24 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an amount
26 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
27 hundred dollars (\$100) for each underpaid employee for each pay period for which the
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1 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
2 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
3 filed.

4 70. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
5 Defendants are subject to civil penalties under the following laws:

- 6 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
7 wages, including minimum wage as well as overtime wages for overtime hours
8 worked and premium pay for missed meal breaks and rest breaks. As such,
9 Defendants violated Section 558 under which penalties are due. Plaintiff therefore
10 prays for penalties of \$50.00 for the first pay period and \$100.00 for each
11 subsequent violation for each pay period for which Plaintiff was underpaid in
12 addition to an amount sufficient to recover underpaid wages.
13
14 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
15 relief associated with Plaintiff's prosecution of this cause of action under California
16 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
17 paying Plaintiff for all hours worked, his overtime hours worked, and premium pay
18 for missed meal breaks and rest breaks.
19
20 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
21 fees for relief associated with Plaintiff's prosecution of this cause of action under
22 California Labor Code Sections 200, et seq.

23 71. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
24 the statutes, regulations, and wage orders alleged in this cause of action along with any
25 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

26 72. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
27 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.
28

EIGHTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

73. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

74. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

75. Additionally, the "Records" section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, meal periods, split shift intervals; the total daily hours worked; the total hours worked in the payroll period, and the applicable rates of pay.

76. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of Plaintiff's total daily hours, including rest breaks and meal breaks, the total hours worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll period.

77. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to record and maintain records of meal and rest periods as well as time records.

78. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

///

FAILURE TO GIVE REST BREAKS

79. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.

b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

4 81. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
5 rest break after every four (4) hours of work or major fraction thereof, as required by California
6 law.

7 82. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

11 83. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
12 fees as well as interest under Labor Code section 218.6.

13 84. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.
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17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 85. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

22 86. Plaintiff brings this cause of action under the following laws, for the following
23 reasons:
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- 25 a. California Labor Code section 512(a), which requires that employees be given a 30-
26 minute uninterrupted meal break after five (5) hours of work, and a second
27 uninterrupted meal break after ten (10) hours of work;
28

- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the
7 meal period is not provided;
- 8 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11040/11050, which
10 states that if an employer fails to provide an employee a meal period in accordance
11 with the applicable provisions of the Wage Order, the employer shall pay the
12 employee one (1) hour of pay at the employee's regular rate of compensation for
13 each workday that the meal period is not provided;
- 14 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
15 codified under Title 8 of the California Code of Regulations Section 11040/11050,
16 which requires an employer to maintain records documenting its employees' meal
17 periods;
- 18 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
19 codified under California Code of Regulations Section 11040/11050, which
20 penalizes the employer \$50.00 for each initial violation, per employee, of any
21 provision of the Wage Order, and \$100.00 for each additional violation thereafter
22 per employee; and
- 23 f. California Labor Code section 1171 and 1173, which have given the California
24 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
25
26
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and 5) as enforceable law.

87. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11050 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

88. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

89. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

90. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

ELEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all Defendants and DOE Defendants, and each of them)

1 91. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 90, inclusive, of this Complaint as thought fully set forth herein.

3 92. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
4 employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties.”

6 93. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
7 their duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
8 of completing his job duties, which were not reimbursed by Defendants. These expenses
9 include, but are not limited to, the use their personal cell phones for work purposes (including
10 texting and scanning paperwork) and reimbursement for things such as buying groceries
11 (although the company would give Plaintiff money for food, it would often not be enough),
12 buying cleaning supplies, oil changes and tires for the company van.

13 94. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
14 and attorney’s fees and costs, under Labor Code section 2802.

15 **TWELFTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
18 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 232, 246, 510, 512, 558, 1174,**
1174.5, 1194, 1197.1, 1198, 2802, 3700.5)

19 **(Against All Named Defendants and all DOE Defendants)**

20 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

22 96. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
23 Defendants of the specific violations of the California Labor Code that Defendants and DOE
24 defendants have violated and continue to violate.

25 97. Pursuant to California Labor code section 2699.3, no response was received from the
26 LWDA within 65 days of the postmark date of the above-alleged letter.

27 98. Plaintiff therefore has exhausted all administrative remedies required of him under
28

1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

4 99. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
5 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
6 departments, divisions, commissions, boards, agencies, or employees for violation of the code
7 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
8 on behalf of himself or herself and other current or former employees pursuant to the
9 procedures specified in California Labor Code section 2699.3.

10
11 100. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
12 violator and had one or more of the alleged violations committed against him, and therefore is
13 properly suited to represent the interests of other current and former employees who were
14 classified as hourly, non-exempt employees or salaried, exempt employees or who were
15 misclassified as 1099 independent contractors, but should have been classified as either hourly,
16 non-exempt employees or salaried, exempt employees and who worked for SALVAGED
17 LIVES RESOURCES in the State of California during the applicable PAGA Period.

18 101. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
19 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
20 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

21 102. Plaintiff therefore has exhausted all administrative remedies required of him under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendants' violations of the
24 Labor Code.

25 103. California Labor Code section 2699 et seq. imposes penalties upon culpable
26 Defendants for violating the Labor Code.

27 104. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
28

1 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
2 seeking individual/victim specific relief or underpaid wages for himself or other employees
3 under this specific PAGA cause of action. Plaintiff has separate causes of action in this
4 Complaint for individual wages but is not seeking wages through the PAGA action.

5 105. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
6 the following:

7 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210,
8 226, 226.3, 226.7, 226.8, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,
9 1198, 2802, 3700.5 via 2698 and 2699 and any other Labor Codes/Industrial Welfare
10 Commission Orders violated based on the facts alleged in this Complaint.

11 106. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
12 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
13 employees as alleged herein in an amount to be shown according to proof at trial and within the
14 jurisdictional limits of this Court.

15 **THIRTEENTH CAUSE OF ACTION**

16 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

17 **(California Business and Professions Code Section 17200)**

18 **(Plaintiff against All Named Defendants and all DOE defendants)**

19 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.

21 108. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
22 constitutes unfair and unlawful business practices under California Business and
23 Professions Code Section 17200, et seq.

24 109. Defendant's violations of California labor laws, as alleged above constitutes a
25 business practice because it was done repeatedly over a significant period of time in a
26 systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
27 employees.
28

1 110. For the four years preceding the filing of this action, Plaintiff has suffered damages
2 and request damages and/or restitution of all monies and profits to be disgorged from
3 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
4 this Court.

5 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
6 follows:

- 7 1. For special damages to Plaintiff in an amount subject to proof at trial;
- 8 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
9 at trial;
- 10 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
11 subject to proof at trial;
- 12 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
13 proof at trial;
- 14 5. For restitution and disgorgement for all unfair business practices by SALVAGED
15 LIVES RESOURCES against Plaintiff in an amount subject to proof at trial;
- 16 6. For an order enjoining SALVAGED LIVES RESOURCES from further unfair and
17 unlawful business practices in violation of Business and Professions Code Sections
18 17200, et seq.;
- 19 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
20 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 21 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
22 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 23 9. For maximum civil penalties available under the Labor Code and applicable Wage
24 Order against Defendant as described more particularly in the Complaint and
25 Representative PAGA claim/action
- 26 10. For all remedies available to Plaintiff under the applicable Wage Order and the
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Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law via PAGA;

11. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;

12. For the imposition of civil penalties and/or statutory penalties;

13. For all interest as allowed by law;

14. For all costs and disbursements incurred in this suit;

15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., the California Labor Code, and/or other applicable laws; and

16. For such other and further relief as this Court may deem proper.

DATED: March 10, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Jacob Alatrisme

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: March 10, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Jacob Alatrisme