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Superior Court of California
County of Los Angeles

SEP 30 2020

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

YAN ZHUANG, XIAOHUI HE, CONGLUN
SHAO, ZHIHANG SHI, RUI WANG,
GUANYING ZHAO, individually and on behalf
of those similarly situated,

Plaintiffs,

v.

HIGHLANDER TECHNOLOGY COMPANY,
a California Corporation; TISSUESCO CHINO
LTD, a California Corporation; TISSUESCO
FOUNTAIN VALLEY LTD, a California
Corporation; TISSUESCO WALNUT LTD, a
California Corporation; BLUELANDS, INC., a
California Corporation; THOMAS CHEN, an
individual; RUILI YAO, an individual, FAN
YANG, an individual; DOE 1 through and
including DOE 10,

Defendants.

Case No: **20STCV37450**
[Potential PAGA Representative, Law
Enforcement Action; Class Action]

1. Section 203 of the California Labor Code, Continuing Wages
2. Cal. Lab. Code §§ 226.7, 512 and applicable Wage Order, Failure to Provide Meal Breaks
3. Cal. Lab. Code § 226.7 and applicable Wage Order, Failure to Provide Rest Breaks
4. Sections 510 and 1194 of the California Labor Code, Failure to Pay Minimum Wage and Overtime
5. Section 226(a) of the California Labor Code, Failure to Provide Pay Stubs
6. Section 2802 of the California Labor Code, Failure to Reimburse Necessary Business Expenses
7. Cal. Bus & Prof. Code Section 17200 et seq. – Restitution
8. Failure to Produce employment records upon request Cal. Lab. Code §226(b)
9. Failure to Produce employment records upon request Cal. Lab. Code §1198.5

JURY TRIAL DEMANDED

1 Plaintiffs Yan Zhuang, Xiaohui He, Conglun Shao, Zhihang Shi, Rui Wang, and Guanying Zhao,
2 (collectively “Plaintiffs”), by and through their undersigned attorneys, alleges as follows:

3 **INTRODUCTION**

4 1. Defendant Highlander Technology Company (“Highlander”) maintains an office,
5 transacts business, has an agent, or is found in the County of Los Angeles and is within the jurisdiction
6 of this Court for purposes of service of process.

7 2. Defendant Tissuesco Chino LTD maintains an office, transacts business, has an agent, or
8 is found in the County of Los Angeles and is within the jurisdiction of this Court for purposes of service
9 of process.

10 3. Defendant Tissuesco Fountain Valley LTD maintains an office, transacts business, has an
11 agent, or is found in the County of Los Angeles and is within the jurisdiction of this Court for purposes
12 of service of process.

13 4. Defendant Tissuesco Walnut LTD maintains an office, transacts business, has an agent,
14 or is found in the County of Los Angeles and is within the jurisdiction of this Court for purposes of
15 service of process.

16 5. Defendant Bluelans, Inc. maintains an office, transacts business, has an agent, or is found
17 in the County of Los Angeles and is within the jurisdiction of this Court for purposes of service of
18 process.

19 6. Defendant Thomas Chen (“Chen”), is an individual who at times relevant herein,
20 conducted business within the County of Los Angeles. Chen is the owner of Tissuesco Chino LTD,
21 Tissuesco Fountain Valley LTD and Tissuesco Fountain Valley LTD and was responsible for the
22 payment of employees.

23 7. Defendant Ruili Yao (“Yao”) is an individual who at times relevant herein, conducted
24 business within the County of Los Angeles. Yao is the owner of Highlander and was responsible for the
25 payment of employees.

26 8. Defendant Fan Yang (“Yang”) is an individual who at times relevant herein, conducted
27 business within the County of Los Angeles. Yao is the owner of Bluelans, Inc. and was responsible for
28 the payment of employees.

1 9. Plaintiff Yan Zhuang (“Zhuang”) is an individual, who, during the time periods relevant
2 to this Complaint, was and is a resident of the County of Los Angeles, State of California.

3 10. Plaintiff Xiaohui He (“He”) is an individual, who, during the time periods relevant to this
4 Complaint, was and is a resident of the County of Los Angeles, State of California.

5 11. Plaintiff Conglun Shao (“Shao”) is an individual, who, during the time periods relevant to
6 this Complaint, was and is a resident of the County of Los Angeles, State of California.

7 12. Plaintiff Zhihang Shi (“Shi”) is an individual, who, during the time periods relevant to
8 this Complaint, was and is a resident of the County of Los Angeles, State of California.

9 13. Plaintiff Rui Wang (“Wang”) is an individual, who, during the time periods relevant to
10 this Complaint, was and is a resident of the County of Los Angeles, State of California.

11 14. Plaintiff Guanying Zhao (“Zhao”) is an individual, who, during the time periods relevant
12 to this Complaint, was and is a resident of the County of Los Angeles, State of California.

13 15. All the Defendants were employers, joint employers, and/or other persons acting on
14 behalf of an employer, who violated, or caused to be violated, various provisions of the California Labor
15 Code and Wage Orders regulating minimum wages or hours and days of work and/or who violated, or
16 caused to be violated, California Labor Code Sections 203, 226, and/or 1194 in connection therewith.

17 16. Defendants Doe One through and including Doe Ten are sued herein under the provisions
18 of section 474 of the California Code of Civil Procedure. Plaintiffs are unaware of the true names,
19 identities or capacities, whether corporate, individual or otherwise, of said fictitiously name defendants,
20 but leave of Court will be prayed to amend this pleading to insert the same herein when finally
21 ascertained. Plaintiffs are informed, believes and thereupon alleges that each of the fictitiously named
22 defendants is an entity, which during the relevant time period maintained a place of business in the
23 County of Los Angeles, State of California.

24 17. Plaintiffs are informed and believe and thereon allege that, at all times herein mentioned,
25 Defendants, and each of them, were the agents, servants, employees, and/or joint ventures of their co-
26 Defendants as aforesaid, when acting as a principal, were negligent and reckless in the selection and
27 hiring of each and every other Defendants as an agent, servant, employee, corporate officer, and/or joint
28 venture, and that each and every Defendant ratified the acts of the co-Defendants.

18. Venue as to Defendants is proper in this judicial district, pursuant to California Business & Professions Code section 17203 and California Code of Civil Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business, have an agent, or are found in the County of Los Angeles.

GENERAL ALLEGATIONS

19. This will be a PAGA collective action seeking unpaid wages, continuing wages, damages, statutory and civil penalties and attorneys' fees and costs.

20. Defendants employed Plaintiff Zhuang as a bookkeeper from about June 5, 2019 to July 16, 2019. As of filing of the complaint, Zhuang has not been paid for services she provided since June 12, 2019.

21. Defendants employed Plaintiff He as a truck dispatcher from about from about June 5, 2019 to July 16, 2019. As of filing of the complaint, Plaintiff He has not been paid for services she provided since June 12, 2019.

22. Defendants employed Plaintiff Shao as an office manager. He left the job on or about July 31, 2019. As of filing of the complaint, Plaintiff Shao has not been paid for services he provided since June 12, 2019.

23. Defendants employed Plaintiff Shi as a truck driver from May 2019 to July 2019. As of filing the complaint, Plaintiff Shi has not been paid for services she provided since June 12, 2019.

24. Defendants employed Plaintiff Wang as a truck driver from about November 2018 to July 2019. As of filing the complaint, Plaintiff Wang has not been paid for services he provided since June 12, 2019.

25. Defendants employed Plaintiff Zhao as a truck driver. As of filing the complaint, Plaintiff Zhao has not been paid for services he provided since June 12, 2019.

26. Since none of the Plaintiffs were timely paid their wages since June 12, 2019, they were constructively terminated in or after July 2019.

27. At all relevant times mentioned herein, Wage Orders of the California Industrial Welfare Commission applied to Plaintiffs. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay and records (obligations which the employer, here, failed to fulfill,

both with respect to Plaintiffs). The Wage Orders provide, in relevant part:

3. Hours and Days of Work.

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1.5) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime as follows:

(a) Employees may be employed up to a maximum of sixteen (16) hours including meal periods in any one day from the time they are required and do report until dismissed, provided the employee is compensated for such overtime at not less than:

(1) For daily employees and weekly employees, excluding weekly employees guaranteed more than forty (40) hours a workweek and "on call" employees, one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any one workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(2) Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday, and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(3) Overtime payments shall not be compounded and all payments made by the employer for daily overtime on the basis herein above specified shall be applied toward any sum for weekly overtime.

(4) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as

one fortieth (1/40) of the employee's weekly salary. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

...

7. Records.

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

28. At all relevant times mentioned herein, section 203 of the California Labor Code provided:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action therefore is commenced; but the wages shall not continue for more than 30 days.

Cal. Lab. Code § 203.

29. By failing to pay Plaintiffs all wages when due at termination, Plaintiffs are entitled to continuing wages pursuant to section 203 of the California Labor Code.

30. At all relevant times mentioned herein, section 226.7 of the California Labor Code provided:

(a) As used in this section, "recovery period" means a cooldown period afforded an employee to prevent heat illness.

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the

1 employee's regular rate of compensation for each workday that the meal or rest or
2 recovery period is not provided.

3 31. At all relevant times mentioned herein, section 512 of the California Labor Code
4 provided:

5 (a) An employer may not employ an employee for a work period of more than five hours
6 per day without providing the employee with a meal period of not less than 30 minutes . .

7 32. At all relevant times mentioned herein, section 510(a) of the California Labor Code
8 provided:

9 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
10 workday and any work in excess of 40 hours in any one workweek and the first eight
11 hours worked on the seventh day of work in any one workweek shall be compensated at
12 the rate of at least one and one-half times the regular rate of pay for an employee. Any
13 work in excess of 12 hours in one day shall be compensated at the rate of no less than
14 twice the regular rate of pay for an employee. In addition, any work in excess of eight
15 hours on any seventh day of a workweek shall be compensated at the rate of no less than
16 twice the regular rate of pay of an employee. Nothing in this section requires an employer
17 to combine more than one rate of overtime compensation in order to calculate the amount
18 to be paid to an employee for any hour of overtime work. The requirements of this
19 section do not apply to the payment of overtime compensation to an employee working
20 pursuant to any of the following: (1) An alternative workweek schedule adopted
21 pursuant to Section 511. (2) An alternative workweek schedule adopted pursuant to a
22 collective bargaining agreement pursuant to Section 514.

23 Cal. Lab. Code § 510.

24 33. Defendants failed to pay proper overtime to Plaintiffs.

25 34. At all relevant times mentioned herein, section 1194 of the California Labor Code
26 provided:

27 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
28 than the legal minimum wage or the legal overtime compensation applicable to the

1 employee is entitled to recover in a civil action the unpaid balance of the full amount of
2 this minimum wage or overtime compensation, including interest thereon, reasonable
3 attorney's fees, and costs of suit.

4 Cal. Lab. Code § 1194.

5 35. Plaintiffs were not timely paid the minimum wages and/or overtime to which they were
6 entitled. Under section 1194.2, Plaintiffs Employees are entitled to liquidated damages.

7 36. At all relevant times mentioned herein, section 558.1 of the California Labor Code
8 provided:

9 (a) Any employer or other person acting on behalf of an employer, who violates, or
10 causes to be violated, any provision regulating minimum wages or hours and days of
11 work in any order of the Industrial Welfare Commission, or violates, or causes to be
12 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
13 employer for such violation.

14 (b) For purposes of this section, the term "other person acting on behalf of an employer"
15 is limited to a natural person who is an owner, director, officer, or managing agent of the
16 employer, and the term "managing agent" has the same meaning as in subdivision (b) of
17 Section 3294 of the Civil Code.

18 (c) Nothing in this section shall be construed to limit the definition of employer under existing
19 law.

20 Cal. Lab. Code § 558.1. Defendants are the joint employers or other persons acting on behalf of an
21 employer who violated, or caused to be violated the relevant sections of the Code referenced herein.

22 37. At all relevant times mentioned herein, section 558 of the California Labor Code
23 provided:

24 Any employer or other person acting on behalf of an employer who violates, or causes to
25 be violated, a section of this chapter or any provision regulating hours and days of work
26 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
27 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
28 each pay period for which the employee was underpaid in addition to an amount

1 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred
2 dollars (\$100) for each underpaid employee for each pay period for which the employee
3 was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
4 Wages recovered pursuant to this section shall be paid to the affected employee.

5 Cal. Lab. Code § 558. Defendants are the employers or other persons acting on behalf of an employer
6 who violated, or caused to be violated the relevant sections of the California Labor Code referenced
7 herein.

8 38. At all relevant times mentioned herein, section 2802 of the California Labor Code
9 provided in part:

10 (a) An employer shall indemnify his or her employee for all necessary
11 expenditures or losses incurred by the employee in direct consequence of the discharge of
12 his or duties

13 (b) All awards made by a court . . . for reimbursement of necessary expenditures
14 under this section shall carry interest at the same rate as judgments in civil actions.
15 Interest shall accrue from the date on which the employee incurred the necessary
16 expenditure or loss.

17 (c) For purposes of this section, the term “necessary expenditures or losses” shall
18 include all reasonable costs, including, but not limited to, attorney’s fees incurred by the
19 employee enforcing rights granted by this section.

20 Cal. Lab. Code § 2802. Defendants failed to reimburse Plaintiffs for necessary business expenses
21 incurred in the performance of their services.

22 **CLASS-ACTION ALLEGATIONS**

23 37. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a
24 class action pursuant to section 382 of the Code of Civil Procedure. Plaintiffs seek to represent a “203
25 Class” composed of and defined as follows:

26 For the period for the period from four years prior to the filing of this Complaint to date, all
27 persons paid wages by Defendants (such persons are referred to hereafter as “203 Class
28 Members,” and such period is referred to hereafter as the “203 Class Period”) which wages were

1 paid dehors the time requirements of sections 201, 202, 203, and/or 204 of the California Labor
2 Code.

3 Plaintiffs seek to represent a “226 Class” composed of and defined as follows:

4 For the period from one year prior to the filing of the Complaint to date, all persons who were
5 issued a wage statement by Defendants (such persons are referred to hereafter as “226 Class
6 Members,” and such period is referred to hereafter as the “226 Class Period”).

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

10 39. Defendants, as to Plaintiffs and each Class Member, failed to pay at least minimum wage
11 and/or overtime for all hours worked pursuant to sections 510 and 1194 of the Code. Accordingly, each
12 Plaintiffs and Class Member is entitled to payment of his or unpaid minimum wage, liquidated damages
13 thereon, unpaid overtime, and interest.

14 40. Defendants, as to Plaintiffs and each Class Member, also failed to accurately provide the
15 data required by section 226(a) of the Code and, accordingly, Defendants’ failure to provide such data
16 entitles Plaintiffs and each Class Member to either actual damages or statutory liquidated damages,
17 whichever is greater.

18 41. Defendants, as to Plaintiffs and each Class Member, failed to timely compensate as
19 required by sections 201, 202, 203 and 204 of the Code and, accordingly, Defendants’ failure to make
20 timely payment entitles Plaintiffs and each Class Member to either actual damages or statutory damages,
21 whichever is greater.

22 42. Defendants, as to Plaintiffs and each Class Member, failed to provide meal and rest
23 breaks as required by sections 226.7, 512 of the Code and Wage Order, and, accordingly, Defendants’
24 failure to provide meal and rest breaks entitles Plaintiffs and each Class Member to either actual
25 damages or statutory damages, whichever is greater.

26 43. Defendants, as to Plaintiffs and each Class Member, failed to reimburse necessary
27 business expenses as required by section 2802 of the Code, and, accordingly, Defendants’ failure to
28

1 reimburse necessary business expenses entitles Plaintiffs and each Class Member to either actual
2 damages or statutory damages, whichever is greater.

3 **A. Numerosity**

4 44. The potential members of the Class as defined are so numerous that joinder of all the
5 members of the Class is impracticable. While the precise number of Class Members has not been
6 determined at this time, Plaintiffs are informed and believes that Defendant currently employs, and
7 during the relevant time periods employed, hundreds of employees in the State of California, in
8 positions as non-exempt employees dispersed throughout California who have been affected by
9 Defendants' policies of treating employees as independent contractors. The number of Class Members
10 is great, but not so great as to make the class unmanageable. It therefore is impractical to join each
11 Class Member as a named plaintiffs. Accordingly, utilization of a class action is the most economically
12 feasible means of determining the merits of this litigation.

13 45. Despite the size of the proposed Class, the Class Members are readily ascertainable
14 through an examination of the records that Defendants are required by law to keep. Likewise, the dollar
15 amount owed to each Class Member is readily ascertainable by an examination of those same records.

16 **B. Commonality**

17 46. There are questions of law and fact common to the Class that predominate over any
18 questions affecting only individual Class Members. These common questions of law and fact include,
19 without limitation:

- 20 a. Whether Defendants failed to provide meal breaks to each and every employee.
- 21 b. Whether Defendants failed to provide rest breaks to each and every employee.
- 22 c. Whether Defendants failed to provide accurate itemized wage statements to each and
23 every employee.
- 24 d. Whether Defendants failed to pay all wages in a timely fashion upon each and every
25 employee's discharge from, or resignation of, employment in violation of sections 201,
26 202 and 203 of the Code.
- 27 e. Whether Defendants failed to pay proper minimum wages and/or overtime wages under
28 Code sections 510 and 1194.

1 f. Whether Defendants failed to reimburse necessary expenses to each and every employee.

2 **C. Typicality**

3 47. There is a well-defined community of interest in the questions of law and fact common to
4 the Class Members.

5 48. The claims of the named Plaintiffs are typical of the claims of the Class, which claims all
6 arise from the same general operative facts, namely, Defendants did not compensate its employees as
7 required by the Code and applicable Wage Order. Plaintiffs and all members of the Class sustained
8 injuries and damages arising out of and caused by the Defendants' common course of conduct in
9 violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.
10 Plaintiffs has no conflict of interest with the other Class Members and are able to represent the Class
11 Members' interests fairly and adequately.

12 **D. Adequacy of Representation**

13 49. Plaintiffs will fairly and adequately represent and protect the interests of the members of
14 the Class. Counsel who represent Plaintiffs are competent and experienced in litigation large
15 employment class actions. Neither Plaintiffs nor the counsel have any conflict with the Class.

16 **E. Superiority of Class Action**

17 50. A class action is superior to other available means for the fair and efficient adjudication
18 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and
19 fact common to the Class predominate over any questions affecting only individual members of the
20 Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants'
21 illegal policy and/or practice of failing to pay hourly wages, failing to pay overtime wages, failing to
22 provide Class Members rest and meal periods without legal compensation. Class action treatment will
23 allow those similarly situated persons to litigate their claims in the manner that is most efficient and
24 economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are
25 likely to be construed in the management of this action that would preclude its maintenance as a class
26 action. The disposition of all claims of the members of the Class in a class action, rather than in
27 individual actions, benefits the parties and the Court. The interest of the Class Members in controlling
28

1 the prosecution of separate claims against Defendants is small when compared with the efficiency of a
2 class action.

3 **FIRST CAUSE OF ACTION**

4 (Continuing Wages, California Labor Code §§ 201, 202 and 203
5 On Behalf of Plaintiffs Against All Defendants)

6 51. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
7 Complaint as though fully set forth herein.

8 52. As provided in California Labor Code Sections 201 and/or 202, Plaintiffs should have
9 been compensated their final wages immediately or within 72 hours. As of filing of this Complaint, no
10 Plaintiffs have been paid their wages since June 12, 2019.

11 53. Defendants' failure to compensate Plaintiffs within the time for which provision is made
12 by sections 201 and 202 of the California Labor Code, despite their knowledge of their obligation to do
13 so, was and is "willful" as the word is used in section 203.

14 54. Pursuant to section 203 of the California Labor code, Plaintiffs are entitled to thirty days
15 of continuing wages from Defendants, in a total amount of at least \$18,000. Plaintiffs are also entitled to
16 recover costs and reasonable attorneys' fees under section 218.5 of the California Labor Code.

17 **SECOND CAUSE OF ACTION**

18 (Failure to Provide Meal Breaks, Cal. Lab. Code §§ 226.7 and 512 and Wage Order
19 On Behalf of Plaintiff and the Aggrieved Employees Against Defendants)

20 55. Plaintiffs incorporates by reference each and every allegation set forth in this Complaint
21 as though fully set forth herein.

22 56. At all times herein relevant, sections 226.7 and 512 of the California Labor Code and
23 IWC Wage Order provided that that employees must receive meal periods of not less than thirty minutes
24 if an employee works for a period of more than six hours and a second thirty minute meal period after no
25 less than six hours after the termination of the preceding meal period. By its failure to provide minimum
26 statutory meal periods to Plaintiffs and Aggrieved Employees, Defendant willfully violated the
27 provisions of Labor Code sections 226.7 and 512, and IWC Wage Order.

28 57. Because Defendants failed to properly provide the proper meal periods, it is liable to
Plaintiffs for one hour of additional pay at the regular rate of compensation for each workday that the
proper meal periods were not provided.

1 58. As a result of the unlawful acts of Defendant, Plaintiffs and Aggrieved Employees have
2 been deprived of premium wages, and/or other compensation in amounts to be determined at trial, at
3 least \$3,000 and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and
4 costs.

5 **THIRD CAUSE OF ACTION**

6 (Failure to Provide Rest Breaks, Cal. Lab. Code § 226.7 and IWC Wage Order)
7 On Behalf of Plaintiffs and the Aggrieved Employees Against Defendants)

8 59. Plaintiffs incorporate by reference each and every allegation set forth in this Complaint as
9 though fully set forth herein.

10 60. At all times herein relevant, sections 226.7 of the California Labor Code and IWC Wage
11 Order 12 provided that employees must receive rest periods of at the rate of ten (10) minutes net rest
12 time per four (4) hours or major fraction thereof.

13 61. By its failure to provide required breaks to Plaintiffs and Aggrieved Employees,
14 Defendant willfully violated the provisions of Labor Code sections 226.7 and IWC Wage Order.

15 62. Because Defendant failed to properly provide the proper rest breaks, it is liable to
16 Plaintiffs and Aggrieved Employees for one hour of additional pay at the regular rate of compensation
17 for each workday that the proper rest breaks were not provided, pursuant to Labor Code section 226.7
18 and IWC Wage Order.

19 63. As a result of the unlawful acts of Defendant, Plaintiffs and Aggrieved Employees have
20 been deprived of premium wages, and/or other compensation in amounts to be determined at trial, at
21 least \$3,000, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and
22 costs.

23 **FOURTH CAUSE OF ACTION**

24 (Unpaid Minimum Wages and Overtime Compensation,
25 California Labor Code §§ 510, 1194, 1194.2
26 On Behalf of Plaintiffs Against All Defendants)

27 64. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
28 Complaint as though fully set forth herein.

 65. Plaintiffs were not timely paid the minimum wages and/or overtime to which he was
entitled in violation of California Labor Code §§ 510 and 1194. See Biggs v. Wilson, 1 F3d 1537 (9th

1 Cir. 1993), in which the court found both late payment and nonpayment of minimum wages to violate a
2 statute requiring the payment of minimum hourly wage. Id. at 1544 (“[p]aychecks are due on
3 payday. After that, the minimum wage is ‘unpaid.’”)

4 66. Plaintiffs worked many hours for Defendants, including overtime, without timely
5 compensation for work performed, as required by law. Plaintiffs are also entitled to recover interest
6 thereon, costs and reasonable attorneys’ fees under section 1194 of the California Labor Code.

7
8 **FIFTH CAUSE OF ACTION**

9 (Failure to Provide Information on Pay Stubs, California Labor Code § 226(a)
10 On Behalf of Plaintiffs Against All Defendants)

11 67. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
12 Complaint as though fully set forth herein.

13 68. Defendants failed to timely provide Plaintiffs with wage statements conforming to the
14 requirements of section 226(a) of the California Labor Code. The foregoing was intentional misconduct
15 of Defendants that injured Plaintiffs insofar as they were deprived of information to which they were
16 legally entitled. For example, among other violations, Defendants’ wage statements fail to provide hours
17 worked.

18 69. Section 226(e)(1) states that:

19 An employee suffering injury as a result of a knowing and intentional failure by an
20 employer to comply with subdivision (a) is entitled to recover the greater of all actual
21 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
22 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
23 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
24 award of costs and reasonable attorney’s fees.

25 70. The failure of Defendants to provide wage statements violates section 226(a) of the
26 California Labor Code insofar as Plaintiffs have not received data to which they are entitled.

27 71. Plaintiffs are entitled to penalties in at least \$2,000, further entitled to costs and
28 reasonable attorney’s fees according to proof pursuant to California Labor Code section 226(e)(1).

SIXTH CAUSE OF ACTION
(Indemnification and Reimbursement of Expenditures,
California Labor Code § 2802
On Behalf of Plaintiffs Against All Defendants)

72. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

73. In discharge of their duties, Defendants required Plaintiffs to make purchases and/or rent equipment for their work.

74. Pursuant to section 2802 of the Labor Code, Plaintiffs are entitled to reimbursement of their out-of-pocket expenses from Defendants, interest thereon, attorney's fees and costs.

SEVENTH CAUSE OF ACTION
(Unfair Business Practices On Behalf of Plaintiffs Against All Defendants)

75. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

76. Business and Professions Code section 17200 et seq. prohibits acts of unfair competition, including any "unlawful, unfair, or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200 et seq. Plaintiffs allege that Defendants have engaged in unfair business practices in California by the above-described failure to comply with the California Labor Code.

77. Defendants' violations of California wage and hour laws constitutes a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic Shier, to the detriment of Plaintiffs.

78. As a result of Defendants' unfair and unlawful business practices, including failure to pay minimum and overtime wages, Defendants have reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiffs and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiffs.

79. The actions of Defendants entitle Plaintiffs to seek the remedies available under section 17200 et seq. Plaintiffs seeks full restitution of said amounts from Defendants, as necessary and according to proof, to restore any and all amounts—including taxes and interest—withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein.

80. Plaintiffs, on behalf of themselves, as well as on behalf of the general public, further seek attorney's fees and costs pursuant to sections 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a receiver as necessary.

EIGHTH CAUSE OF ACTION

(Failure to Provide Employment Records Upon Request Cal. Lab. Code §226(b)
On Behalf Of Plaintiffs Against All Defendants)

81. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

82. Pursuant to Labor Code section 226(b), an employer shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer.

83. Plaintiffs requested that Defendant permit inspection or copying of their employment records pursuant to Labor Code section 226(b) on December 29, 2018. Defendants failed to produce the documents requested.

84. Pursuant to Labor Code Section 226(f), Plaintiffs are entitled, and hereby seeks to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each Plaintiff who requested but did not receive records under section 226(b), of at least \$3,750, reasonable attorney's fees, and the costs of bringing this cause of action.

NINTH CAUSE OF ACTION

(Failure to Provide Employment Records Upon Request Cal. Lab. Code §1198.5
On Behalf Of Plaintiffs Against All Defendants)

85. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

86. Pursuant to Labor Code section 1198.5, an employer shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer.

87. Plaintiffs requested that Defendant permit inspection or copying of their employment records pursuant to Labor Code section 1198.5 on December 29, 2018. Defendants failed to produce the documents requested.

1 88. Pursuant to Labor Code Section 1198.5(k), Plaintiffs are entitled, and hereby seeks to
2 recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each Plaintiff who requested but
3 did not receive records under section 1198.5, of at least \$3,750, reasonable attorney's fees, and the costs
4 of bringing this cause of action.

5 **WHEREFORE**, Plaintiffs pray judgment as follows:

6 1. That, under the First Cause of Action, it be adjudged that the failure of Defendants to
7 make payment of Plaintiffs' wages was in violation of section 201 and 202 of the California Labor
8 Code, and was "willful" as that word is used in section 203 of the California Labor Code, and that the
9 Court enter judgment against Defendants in favor of Plaintiffs. That judgment be entered in favor of
10 Plaintiffs and against Defendants in a total amount of at least \$18,000 and costs and reasonable
11 attorneys' fees in accordance with the provisions of California Labor Code section 218.5.

12 2. That, under the Second Cause of Action, this Court enter judgment in favor of Plaintiffs
13 and Aggrieved Employees against Defendants. That judgment be entered in favor of Plaintiffs at least
14 \$3,000, not including interest thereon, reasonable attorneys' fees and cost of suit.

15 3. That, under the Third Cause of Action, this Court enter judgment in favor of Plaintiffs of
16 at least \$3,000, not including interest thereon, reasonable attorneys' fees and cost of suit.

17 4. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiffs
18 and against Defendants in liquidated damages under 1194.2, interest thereon, reasonable attorneys' fees
19 and cost of suit according to proof pursuant to sections 1194, 1194.2 and 1197.1.

20 5. That, under the Fifth Cause of Action, the Court enter judgment in favor of Plaintiffs and
21 against Defendants of \$50 for each Plaintiff, and costs and reasonable attorneys' fees according to proof
22 under section 226(e)(1).

23 6. That, under the Sixth Cause of Action, the Court enter judgment in favor of Plaintiffs and
24 against Defendants. That judgment be entered in the amounts according to proof, interest thereon, and
25 attorney's fees and costs according to proof, pursuant to section 2802 of the California Labor Code.

26 7. That, under the Seventh Cause of Action, it be adjudged that Defendants' violation of the
27 applicable Wage Order and sections of the California Labor Code violated sections 17200 et seq. of the
28 California Business and Professions Code. Accordingly, Plaintiff requests that the Court order

1 Defendant to pay restitution according to proof, along with interest, and reasonable attorneys' fees
2 pursuant to section 1021.5 of the California Labor Code.

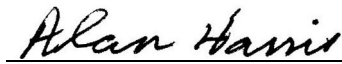
3 8. That, under the Eighth Cause of Action, the Court enter judgment in favor of Plaintiffs
4 against Defendants. That judgment be entered in the amount of at least \$750 per plaintiff, and statutory
5 attorney's fees, according to proof.

6 9. That, under the Ninth Cause of Action, the Court enter judgment in favor of Plaintiffs
7 against Defendants. That judgment be entered in the amount of at least \$750 per plaintiff and statutory
8 attorney's fees, according to proof.

9 For such further relief as the Court may order, including attorney's fees, costs, and interest
10 pursuant to Labor Code sections 218.5 and 218.6, and Code of Civil Procedure section 1021.5, in an
11 amount according to proof.

12 DATED: September 29, 2020

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiffs