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Attorneys for Plaintiff ROBERT VILLANUEVA,

On behalf of the general public as private attorney general

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

ROBERT VILLANUEVA, individually and on
behalf of the general public as private attorney
general

Plaintiffs,

v.

NORM REEVES, INC., dba NORM REEVES
HONDA SUPERSTORE CERRITOS, a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff ROBERT VILLANUEVA, (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants NORM REEVES, INC., dba NORM REEVES HONDA SUPERSTORE CERRITOS; and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements and (f) failing to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which

1 this action is brought do not give jurisdiction to any other court.

2 4. This Court has jurisdiction over Defendants because, upon information and belief,
3 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
4 avails itself of the California market so as to render the exercise of jurisdiction over it by the
5 California Courts consistent with traditional notions of fair play and substantial justice.

6 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
7 Civil Procedure section 395. Defendants are doing business throughout California, including but
8 not limited to San Joaquin County, and each Defendant is within the jurisdiction of this Court for
9 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
10 all other aggrieved employees within the State of California. Defendants employ numerous
11 aggrieved employees in in the State of California.

12 6. On information and belief, Defendants have conducted business within the State of
13 California during the purported liability period and continue to conduct business throughout the
14 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
15 similarly situated non-exempt aggrieved employees within California.

16 7. The California Superior Court also has jurisdiction in this matter because on
17 information and belief there are no federal questions at issue, as the issues herein are based solely
18 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
19 California Code of Civil Procedure, the California Civil Code, and the California Business and
20 Professions Code.

21 8. On information and belief, during the statutory liability period and continuing to
22 the present ("liability period"), Defendant consistently maintained and enforced against
23 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
24 and policies, in violation of California state wage and hour laws: ((a) to pay wages including
25 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
26 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
27 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
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1 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
2 additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and
3 owed upon separation from Defendant's employ, (e) failing to provide accurate itemized wage
4 statements and (f) failing to reimburse necessary business expenses.

5 9. On information and belief, during the statutory liability period and continuing to
6 the present, Defendants have had a consistent policy of failing to provide its Non-Exempt
7 Employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free
8 rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing
9 to pay such employees one (1) hour of pay at the employees regular rate of compensation for each
10 workday that the rest period is not provided, as required by California state wage and hour laws.

11 10. On information and belief, during the statutory liability period and continuing to
12 the present, Defendants have had a consistent policy of failing to pay wages including overtime
13 wages for hours worked while subject to the control of Defendants.

14 11. On information and belief, during the statutory liability period and continuing to
15 the present (rest and meal period liability period), Defendants have had a consistent policy of
16 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work at
17 least five (5) and or ten (10) hours without a meal period and failing to pay or accurately pay such
18 employees one (1) hour of pay at the employees regular rate of compensation for each workday
19 that the meal period is not provided, as required by California state wage and hour laws.

20 12. On information and belief, during the statutory liability period and continuing to
21 the present (rest and meal period liability period), Defendants have had a consistent policy of
22 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work in
23 excess of four hours and or ten (10) hours without authorizing and permitting a rest period and
24 failing to pay or accurately pay such employees one (1) hour of pay at the employees regular rate
25 of compensation for each workday that the rest period is not authorized and permitted, as required
26 by California state wage and hour laws.

27 13. On information and belief, during the statutory liability period and continuing to
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1 the present, Defendants have had a consistent policy of failing to timely pay wages upon
2 separation.

3 14. On information and belief, during the statutory liability period and continuing to
4 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
5 wage statements.

6 15. Plaintiff on behalf of the general public as private attorney general and all other
7 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
8 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.2, 266.3, 226.7,
9 266.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest,
10 attorneys' fees and costs.

11 **III. PARTIES**

12 **A. Plaintiff**

13 16. ROBERT VILLANUEVA was at all times relevant to this action, a resident of
14 California. Plaintiff was employed by Defendants in approximately March 2019 as a Non-Exempt
15 Employee, and worked during the liability period for Defendants' Internet Sales, until his
16 separation from Defendants' employ in approximately September 2019.

17 17. As Defendants' employee, Plaintiff, and all other aggrieved employees were
18 regularly required to and subsequently suffered:

- 19
- 20 a) perform work subject to the control of the employer without being compensated all
21 wages including overtime, all in violation of California labor laws, regulations, and the
22 Industrial Welfare Commission Wage Order ("IWC");
 - 23 b) work without being permitted or authorized a minimum ten-minute rest period for
24 every four hours or major fraction thereof worked and not compensated one (1) hour of
25 pay at his regular rate of compensation for each workday that a rest period was not
26 provided, all in violation of California labor laws, regulations, and the Industrial
27 Welfare Commission Wage Orders ("IWC");
 - 28 c) work in excess of six and ten hours per day without being provided meal periods and

1 not compensated one (1) hour of pay at the regular rate of compensation for each
2 workday that a meal period was not provided, all in violation of California labor laws,
3 regulations, and the Industrial Welfare Commission Wage Orders (“IWC”); and
4 d) not provided accurate itemized wage statements.

5 18. On information and belief, Defendants willfully failed to pay all earned wages in
6 the form regular wages and overtime wages, and meal and rest period premium wages, to its
7 Non-Exempt Employees and members of the Representative Group; nor have Defendants
8 returned to Plaintiff or members of the Representative Group, upon or after separation from
9 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
10 Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other
11 aggrieved employees..

12 **B. Defendants**

13 19. Defendants NORM REEVES, INC., dba NORM REEVES HONDA
14 SUPERSTORE CERRITOS, owns and operates a Honda car dealership in Cerritos, California.
15 Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked
16 for Defendants over the last year.

17 20. Other than identified herein, Plaintiff is unaware of the true names, capacities,
18 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
19 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
20 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
21 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
22 are ascertained.

23 21. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
24 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
25 Representative Group , and exercised control over their wages, hours, and working conditions.
26 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
27 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
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1 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
2 to the other defendants.

3 **IV. GENERAL ALLEGATIONS**

4 22. At all times set forth herein, Defendants employed Plaintiff and other persons in
5 the capacity of non-exempt positions, however titled, throughout the state of California.

6 23. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
7 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
8 rules and regulations of the IWC California Wage Orders.

9 24. Plaintiff is informed and believes that all Aggrieved Employees are citizens of the
10 state of California.

11 25. Defendants continue to employ Non-Exempt Employees, however titled, in
12 California and implement a uniform set of policies and practices to all non-exempt employees, as
13 they were all engaged in the generic job duties of selling Defendants' vehicles.

14 26. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
15 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
16 the requirements of California's wage and employment laws.

17 27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
18 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
19 week.
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21 28. Plaintiff is informed and believes, and thereon alleges, that during the relevant time
22 frame, Defendants compensated Plaintiff and Aggrieved Employees based on a hybrid hourly rate/
23 piece rate compensation system (i.e. commission basis).

24 29. During the relevant time period, Plaintiff and Aggrieved Employees were regularly
25 required to work without being paid minimum wage as a result of the methodology of Defendants'
26 piece-rate payment scheme which is incapable of providing compensation to Plaintiff and
27 Aggrieved Employees for all time worked. For instance, Plaintiff and Aggrieved Employees were
28 not properly compensated by Defendants because they did not receive separate and hourly pay for

1 their statutory rest breaks when they were able to take them, due to Defendants' piece rate
2 compensation. Throughout the liability period, in violation of governing California law,
3 Defendants had a policy and practice of not paying its employees time spent taking their Labor
4 Code-compliant rest periods. *See e.g., Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864, 872-
5 73 ("Thus, contrary to Safeway's argument, a piece rate compensation formula does not
6 compensate separately for rest periods does not comply with California minimum wage law.");
7 *Shook v. Indian River Transport Co.*, 2014 WL 7178199 (E.D. Cal. 2014). As a result, Plaintiff and
8 Aggrieved Employees never received a lawfully compliant paid rest break, yet despite these
9 realities, Plaintiff and Aggrieved Employees were also not provided with one hour wages in lieu
10 thereof in violation of the applicable IWC Wage Orders and Labor Codes. This resulted over time
11 of an underpayment of wages to Plaintiff and Aggrieved Employees .

12 30. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
13 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
14 work performed due to Defendants' unlawful deductions for 30 minute meal periods that were
15 late, cut short, interrupted, or never provided. This resulted over time of an underpayment of
16 minimum and overtime wages to Plaintiff and Aggrieved Employees .

17 31. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
18 excess of five hours without being provided a lawful meal period and over ten hours in a day
19 without being provided a second lawful meal period as required by law.

20 32. Indeed, during the relevant time, as a consequence of Defendants' staffing and
21 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
22 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
23 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

24 33. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
25 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
26 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
27 over ten hours as required by law.
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1 34. On information and belief, Plaintiff and Aggrieved Employees did not waive their
2 rights to meal periods under the law.

3 35. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-
4 duty meal periods.

5 36. Despite the above-mentioned meal period violations, Defendants failed to
6 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees ,
7 one additional hour of pay at their regular rate as required by California law when meal periods
8 were not timely or lawfully provided in a compliant manner.

9 37. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
10 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
11 were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7
12 but were not receiving such compensation.

13 38. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
14 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
15 period for every four hours worked or major fraction thereof, which is a violation of the Labor
16 Code and IWC wage order.

17 39. Defendants maintained and enforced scheduling practices, policies, and imposed
18 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
19 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
20 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
21 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

22 40. Despite the above-mentioned rest period violations, Defendants did not compensate
23 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
24 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
25 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
26 permitted.

27 41. Defendants also failed to provide accurate, lawful itemized wage statements to
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1 Plaintiff and the Aggrieved Employees in part because of the above specified violations including
2 Defendants' failure to identify the hourly rate of pay and the hours worked to calculate Plaintiff's
3 and Aggrieved Employees' compensation. In addition, upon information and belief, Defendants
4 omitted an accurate itemization of the premiums due and owing for meal and rest period violations
5 and also gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage
6 statements.

7 42. On information and belief, Defendants failed to reimburse business expenses
8 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
9 instance, Plaintiff and Aggrieved Employees were required to use their personal cellphones for
10 work related purposes. Despite these realities, Defendants' failed to reimburse Plaintiff and
11 Aggrieved Employees pursuant to Labor Code § 2802.

12 43. Plaintiff are informed and believe, and thereon alleges, that at all times herein
13 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
14 thereof for resignations without prior notice as the case may be) they had a duty to accurately
15 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
16 meal and rest period premiums, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
18 because of the above-specified violations.

19 44. Upon information and belief, Defendants failed to keep accurate records pursuant
20 to Labor Code § 1174.5.

21 45. Upon information and belief, Defendants knew and or should have known that it is
22 improper to implement policies and commit unlawful acts such as:

23 (a) requiring employees to work four (4) hours or a major fraction thereof without
24 being provided a minimum ten (10) minute rest period and without compensating the employees
25 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
26 rest period was not provided;

27 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
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1 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
2 and without compensating employees with one (1) hour of pay at the regular rate of compensation
3 for each workday that such a meal period was not provided;

4 (c) failing to provide accurate itemized wage statements;

5 (d) failing to reimburse business expenses; and

6 (e) failing to timely pay Plaintiff and Aggrieved Employees;

7 46. In addition to the violations above, and on information and belief, Defendants knew
8 they had a duty to compensate Plaintiff and aggrieved employees for the allegations asserted
9 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
10 knowingly, recklessly, and/or intentionally failed to do so.

11 **V. REPRESENTATIVE CLAIMS**

12 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

13 47. Plaintiff incorporates by reference and re-alleges each and every allegation
14 contained above, as though fully set forth herein.

15 48. On September 8, 2020 Plaintiff complied with notice requirements pursuant to
16 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
17 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
18 that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
19 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
20 representative capacity. The substance and violations set forth in this Complaint of which the
21 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
22 Action Complaint to the LWDA.

23 49. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
24 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
25 Employees of Defendants.

26 50. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
27 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
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1 including without limitation Labor Code section 201-203, 226, 226.2, 266.3, 226.7, 510, 558, 512,
2 1174, 1174.5, 1175, 1194, 1197, 1197.1, and, 2698 *et seq.*, applicable IWC Wage Orders and
3 California Code of Regulations, Title 8, section 11000 *et. seq.*

4 51. At all times relevant, Plaintiff and all other aggrieved employees regularly
5 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
6 rest break requirements of the applicable IWC wage order and the Labor Code.

7 52. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
8 accurately pay at least minimum wages due as a result Defendants' piece rate compensation
9 scheme as discussed above.

10 53. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
11 overtime wages owed as discussed above Defendants' failure to account for work time performed
12 off-the-clock by Plaintiff and Aggrieved Employees and due to Defendants' automatic deduction
13 of meal periods that were non-compliant. Therefore, Defendants violated section 510, and 1194
14 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8)
15 in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to
16 overtime compensation at the rate of one and one-half times the regular rate of pay for all hours
17 worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime
18 compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a
19 day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week
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21 54. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
22 accurately pay at least minimum wages due as a result Defendants' unlawful rounding practices,
23 failure to compensate Plaintiff and Aggrieved Employees for off the clock work performed, and
24 due to Defendants' automatic deduction of meal periods that were non-compliant.

25 55. Defendants violated Labor Code sections 512 and 226.7 for failing to provide
26 timely, uninterrupted first and second meal periods and requiring unlawful on duty meal periods,
27 or compensation in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ
28 an employee for a work period of more than five (5) hours without providing a meal break of not

1 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An
2 employer may not employ an employee for a work period of more than ten (10) hours per day
3 without providing the employee with a second meal period of not less than thirty (30) minutes,
4 except that if the total hours worked is no more than twelve (12) hours, the second meal period
5 may be waived by mutual consent of the employer and the employee only if the first meal period
6 was not waived.

7 56. Defendants failed to provide Plaintiff and all other aggrieved employees
8 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
9 and enforced policies of on duty meal period practices which required employees to work during
10 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
11 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
12 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
13 at time of trial.

14 57. Plaintiff, and on information and belief, all aggrieved employees, were
15 systematically not permitted or authorized to take ten minute rest periods for every four hours
16 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
17 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
18 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
19 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
20 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
21 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
22 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
23 applicable IWC Wage Order.

24 58. At all relevant times, Labor Code section 226.2 requires employers to pay
25 employees compensated on a piece-rate basis for rest and recovery periods separate from any
26 piece-rate compensation. Employees shall be compensated for rest and recovery periods at a
27 regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by
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1 dividing the total compensation for the workweek, exclusive of compensation for rest and recovery
2 periods and any premium compensation for overtime, by the total hours worked during the
3 workweek, exclusive of rest and recovery periods; (ii) the applicable minimum wage. Defendants
4 failed to compensate Plaintiff and Aggrieved Employees for their statutory required rest breaks,
5 due to Defendants' compensation scheme.

6 59. Throughout the liability period, in violation of governing California law,
7 Defendants had a policy and practice of not paying its employees time spent taking their Labor
8 Code-compliant rest periods. *See e.g., Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864, 872-
9 73. Further, during the liability period, Defendants' failed to authorize and permit Plaintiff and
10 Aggrieved Employees their required rest periods pursuant to the IWC wage orders applicable to
11 Plaintiff and Aggrieved Employees' employment by Defendants and Labor Code §226.7 as
12 Defendants' and their supervisors maintained direction and control over Plaintiff and Aggrieved
13 Employees during this time. Despite this, Defendant's failed to pay Plaintiff and Aggrieved
14 Employees the required premiums owed pursuant to §226.7 or were inaccurately paid the required
15 premiums. Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
16 applicable IWC Wage Order.

17 60. Defendants also willfully violated Labor Code sections 201-203 by failing to
18 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
19 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
20 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
21 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
22 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
23 The penalty cannot exceed 30 days of wages.

24 61. Plaintiff and all other aggrieved employees who were separated from employment
25 are entitled to compensation for all forms of wages earned, including but not limited to
26 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
27 have not received such compensation, therefore entitling them to penalties under PAGA for
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violations of Labor Code sections 201-203.

62. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include regular and overtime wages, and meal and rest period premiums.

63. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include the rate of pay and total hours worked per pay period, failed to account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant to Labor Code section 226(a).

64. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

65. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

66. Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

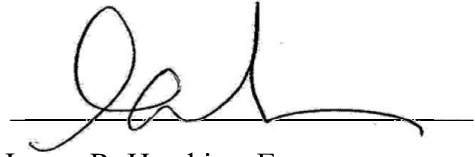
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

1 Dated: September 8, 2020

JAMES R. HAWKINS, APLC

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4 James R. Hawkins, Esq.

5 Gregory E. Mauro, Esq.

6 Michael Calvo, Esq.

7 Attorneys for Plaintiff, and the general public
8 as private attorneys general