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Attorneys for Plaintiffs NATHANIAL RUBERO
ERNESTO CARRANZA AGUILAR on behalf of themselves
and all others similarly situated

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

NATHANIAL RUBERO and ERNESTO
CARRANZA AGUILAR on behalf of
themselves and all others similarly situated

Plaintiffs,

vs.

CLASSIC DISTRIBUTING AND BEVERAGE
GROUP, INC. a California corporation, and
DOES 1 through 50, inclusive,

Defendants.

Case No.
Assigned for All Purposes To:
Judge:
Dept.:

CLASS ACTION COMPLAINT

- 1) **Failure to Pay Lawful Wages**
- 2) **Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) **Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) **Failure to Timely Pay Wages**
- 5) **Failure to Reimburse Employee Expenses**
- 6) **Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions**
- 7) **Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Plaintiffs NATHANIAL RUBERO and ERNESTO CARRANZA AGUILAR on behalf
2 of themselves and all others similarly situated assert claims against Defendant CLASSIC
3 DISTRIBUTING AND BEVERAGE GROUP, INC. and DOES 1 through 50, inclusive
4 (hereinafter collectively referred to as "Defendants") as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
8 against Defendant CLASSIC DISTRIBUTING AND BEVERAGE GROUP, INC. and any
9 subsidiaries and affiliated companies (hereinafter "CLASSIC DISTRIBUTING " or
10 "Defendants") on behalf of Plaintiffs NATHANIAL RUBERO and ERNESTO CARRANZA
11 AGUILAR (hereinafter collectively "Plaintiffs") and all employees not classified as "Exempt"
12 or primarily employed in executive, professional, or administrative capacities, employed by, or
13 formerly employed by CLASSIC DISTRIBUTING in California. (hereinafter referred to as
14 "Non-Exempt Employees" and/or "Class Members").

15 2. During the liability period, defined as the applicable statute of limitations for each
16 and every cause of action contained herein, Defendants enforced shift schedules, employment
17 policies and practices, and workload requirements wherein Plaintiffs and all other Non Exempt
18 Employees: (1) were not paid proper wages they earned for all hours they worked including
19 minimum wage; (2) were not permitted to take their full statutorily authorized rest and meal
20 periods, or had their rest and meal periods shortened or provided to them late due to the
21 scheduling and work load and time requirements placed upon them by Defendants. Defendants
22 failed to pay such employees one (1) hour of pay at the employees regular rate of compensation
23 for each workday that the meal period and/or rest period that was not properly provided.

24 3. During the liability period, Defendants have failed to reimburse Class Members
25 for business expenses incurred in the performance of their job duties.

26 4. During the liability period, Defendants have also failed to maintain accurate
27 itemized records reflecting total hours worked and have failed to provide Non Exempt
28

1 Employees with accurate, itemized wage statements reflecting total hours worked and
2 appropriate rates of pay for those hours worked.

3 5. During the liability period, Defendants have also failed to pay all wages owed to
4 discharged or resigned Class Members in a timely manner.

5 6. Plaintiffs, on behalf of themselves and all Class Members, bring this action
6 pursuant to Labor Code sections 201, 202, 203, 204, 221, 225, 226, 226.7, 512, 1194, 1199,
7 2802, California Code of Regulations, Title 8, section 11040 *et seq.* and any other applicable
8 Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest
9 and meal period compensation, penalties and other equitable relief, and reasonable attorneys’
10 fees and costs.

11 7. Plaintiffs, on behalf of themselves and others similarly situated, pursuant to
12 Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for
13 their failure to pay all overtime wages and rest and meal period premiums to each of their Non-
14 Exempt Employees.

15 II.

16 VENUE

17 8. Venue as to each Defendant is proper in this judicial district pursuant to Code of
18 Civil Procedure section 395. Defendant conducts substantial and continuous commercial
19 activities in Los Angeles County, California and each Defendant is within the jurisdiction of this
20 Court for service of process purposes. Defendants employ numerous Class Members in Los
21 Angeles, California.

22 III.

23 PARTIES

24 9. Plaintiffs are, and at all times mentioned in this complaint were, residents of
25 California.

26 10. On information and belief, Defendant CLASSIC DISTRIBUTING is a
27 California corporation which is headquartered in City of Industry, California and engaged in the
28 marketing and distribution of alcoholic and non-alcohol beverages throughout the United States.

1 11. The true names and capacities of Defendants, whether individual, corporate,
2 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
3 Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure
4 section 474. Plaintiff are informed and believe, and based thereon allege that each of the
5 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
6 acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the
7 true names and capacities of the Defendants designated hereinafter as DOES when such
8 identities become known.

9 12. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
11 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
12 Defendant are legally attributable to the other Defendants.

13 IV.

14 FACTUAL BACKGROUND

15 13. Plaintiff Rubero was employed by Defendants from in or about January 13, 2020
16 through on or about September 17, 2020. During his employment, Plaintiff occupied a non-
17 exempt, hourly position as a sales representative. He was typically scheduled to work five days
18 a week and between eight (8) hours and/or ten (10) hour shifts.

19 14. Plaintiff Carranza Aguilar was employed by Defendants from on or about October
20 2019 through July 2020. During his employment, Plaintiff occupied a non- exempt, hourly
21 position as a sales representative. At the start of his employment, he was scheduled to work 10
22 hours, four days a week. Thereafter, his scheduled was changed to work 10 hour shifts, five days
23 a week

24 15. During the relevant time period, Plaintiffs and Class Members were paid a
25 quarterly non- discretionary bonus which was based on achieving certain sales quotas. During
26 the pay periods in which Plaintiffs and Class Members worked overtime and earned said
27 bonuses, Defendants did not include the bonus payment in the regular rate of pay for purposes of
28 calculating overtime. As such, Plaintiff and, on information and belief, Class Members were not

1 paid the correct overtime compensation during the pay periods in which they earned and/or were
2 paid the non-discretionary bonus and worked over 8 hours in day or over 40 hours in a week.

3 16. During the relevant time period, Defendants implemented an unlawful alternative
4 work week schedule requiring Plaintiff and Class Members to work 10 hour shifts and not
5 paying overtime compensation for shifts worked over eight hours in a day.

6 17. During the relevant time period, due to the work load requirements and time
7 constraints implemented by Defendants, Plaintiffs and Class Members were required to perform
8 work “off the clock.” For instance, Plaintiffs frequently answered calls from either management
9 and/or Defendants’ clients during their scheduled lunch breaks and/or after work hours.
10 Plaintiffs, and on information and belief, Class Members were not compensated for work
11 performed “off the clock.”

12 18. As Non Exempt Employees, Plaintiffs and Class Members were frequently
13 required to work in excess of five (5) hours without a minimum, uninterrupted thirty (30) minute
14 meal period and/or in excess of ten (10) hours without a second minimum 30 minute meal
15 period. Plaintiffs and Class Members had their meal breaks interrupted during their meal breaks.
16 Also, if they were on the call assisting a customer, they were still required to clock out for a meal
17 break even if unable to take it. Plaintiff and Class Members were compensated one (1) hour of
18 pay at their regular rate of compensation for every workday that a meal period was not provided,
19 in violation of California labor laws, regulations and IWC Wage Order.

20 19. Due to the work load and scheduling demands they were required to adhere to,
21 Plaintiffs and Class Members were typically required to work without being able to take any rest
22 breaks during their shifts. They were required to work without being permitted or authorized a
23 minimum ten (10) minute rest period for every four hours or major fraction thereof worked and
24 not compensated one (1) hour of pay at their regular rate of compensation for each workday that
25 a rest period was not provided, in violation of California labor laws, regulations, and IWC Wage
26 Orders.

27 20. As Non Exempt Employees, Plaintiffs and Class Members were required to use
28 their personal phones in the performance of their job duties. For example, Plaintiffs and Class

1 Members were required to clock in and out for their shifts on MobileCast App which was
2 downloaded on their personal phones. Plaintiffs did not receive any reimbursement from
3 Defendants for the use of their personal phones and are informed and believe, and thereupon
4 allege, that Defendant did not reimburse Class Members for the use of their personal phones in
5 the performance of their job duties.

6 21. On information and belief, Defendants willfully failed to pay all earned wages in
7 a timely manner to Non Exempt Employees; nor has Defendant paid to Non Exempt Employees,
8 upon or after termination of their employment with Defendant, all compensation due, including
9 but not limited to all wages owed and compensation for having failed to properly provide rest
10 periods and meal periods.

11 22. Defendants have also failed to maintain accurate itemized records reflecting total
12 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
13 statements reflecting total hours worked and appropriate rates of pay for those hours worked

14 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 currently employ and during the relevant period have employed over one hundred (100)
16 employees in the State of California in non-exempt hourly positions.

17 24. Non-Exempt Employees employed by CLASSIC DISTRIBUTING , at all times
18 pertinent hereto, have been non-exempt employees within the meaning of the California Labor
19 Code, and the implementing rules and regulations of the IWC California Wage Orders.

20 **V.**

21 **CLASS ACTION ALLEGATIONS**

22 25. Plaintiffs seeks to represent a Class comprised of and defined as: All persons
23 who are or were employed by CLASSIC DISTRIBUTING in the state of California as hourly
24 non exempt employees within four (4) years prior to the date this lawsuit is filed (“liability
25 period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class
26 Members”).

27 26. Plaintiffs also seeks to represent Subclasses which are composed of persons
28 satisfying the following definitions:

1 a. All persons who are or were employed by CLASSIC DISTRIBUTING
2 in the state of California, as hourly non-exempt employees who, within the liability period, were
3 not accurately and fully paid all lawful wages owed to them including overtime wage when they
4 worked over eight (8) hours in a day and/or over forty (40) hours in a week;

5 b. All persons who are or were employed by CLASSIC DISTRIBUTING in
6 the state of California, as hourly non-exempt employees who, within the liability period, were
7 scheduled to work 10 hour shifts, four days a week pursuant to an invalid alternative workweek
8 schedule;

9 c. All persons who are or were employed by CLASSIC DISTRIBUTING in
10 the state of California, as hourly non-exempt employees who, within the liability period, were
11 paid a non-discretionary bonus and were not accurately and fully paid the correct overtime
12 compensation when they worked over 8 hours in a day and/or over forty hours in a week;

13 d. All persons who are or were employed by CLASSIC DISTRIBUTING in
14 the state of California, as hourly non-exempt employees who, within the liability period, were
15 not accurately and fully paid all lawful wages owed to them including minimum wage for all
16 their hours worked;

17 e. All persons who are or were employed by CLASSIC DISTRIBUTING in
18 the state of California, as hourly non-exempt employees who, within the liability period, have
19 not been provided an uninterrupted 30 minute meal period when they worked over five hours in
20 a work shift and/ or a second 30 minute meal period when they worked over 10 hours in a shift
21 and were not provided compensation in lieu thereof;

22 f. All persons who are or were employed by CLASSIC DISTRIBUTING in
23 the state of California, as hourly non-exempt employees who, within the liability period, have
24 not been authorized and permitted a minimum ten (10) minute rest period for every four (4)
25 hours or major fraction thereof worked per day and were not provided compensation in lieu
26 thereof;

27 g. All persons who are or were employed by CLASSIC DISTRIBUTING in
28 the state of California, as hourly non-exempt employees, who, within the liability period, were

1 required to use their personal phones in the performance of their job duties without receiving
2 reimbursement from Defendants;

3 h. All persons who are or were employed by CLASSIC DISTRIBUTING in
4 the state of California as hourly non-exempt employees who, within the liability period, were not
5 timely paid all wages due and owed to them upon the termination of their employment with
6 Defendants; and

7 i. All persons who are or were employed by CLASSIC DISTRIBUTING in
8 the state of California as hourly non exempt employees who, within the liability period, were not
9 provided with accurate and complete itemized wage statements.

10 27. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend
11 or modify the class description with greater specificity or further division into subclasses or
12 limitation to particular issues.

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

16 **A. Numerosity**

17 29. The potential members of the Class as defined are so numerous that joinder of all
18 the members of the Class is impracticable. While the precise number of Class Members has not
19 been determined at this time, Plaintiffs are informed and believe that Defendants currently
20 employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt
21 Employees in California who are or have been affected by Defendants' unlawful practices as
22 alleged herein.

23 **B. Commonality**

24 30. There are questions of law and fact common to the Class predominating over any
25 questions affecting only individual Class Members. These common questions of law and fact
26 include, without limitation:

27 i. Whether Defendants violated Labor Code sections 510, 1194 and applicable IWC
28 Wage Orders by failing to pay the correct overtime compensation to Non-Exempt

- 1 Employees who were paid a non- discretionary bonus and worked in excess of eight (8)
2 hours in a work day and/or more than forty (40) hours in a workweek;
- 3 ii. Whether Defendants violated Labor Code sections 510, 1194 and applicable IWC
4 Wage Orders by failing to pay all earned wages including overtime compensation to
5 Non-Exempt Employees who performed work “off the clock” without pay and in excess
6 of eight (8) hours in a work day and/or more than forty (40) hours in a workweek;
- 7 iii. Whether Defendants violated Labor Code sections 510, 1194 and applicable
8 IWC Wage Orders by failing to pay all earned wages including overtime compensation
9 to Non-Exempt Employees who worked 10 hour shifts, 4 days a week based on an
10 invalid alternative workweek schedule.
- 11 iv. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197
12 for failing to pay minimum wages for work performed "off the clock" without pay.
13 Labor Code §1197 provides that employees are to be paid minimum wage for each hour
14 worked, and cannot be averaged the minimum and the payment of a lesser wage than
15 the established is unlawful;
- 16 v. Whether Defendants violated Labor Code sections 226.7, 512 and applicable
17 IWC Wage Order by failing to provide statutorily compliant 30 minute meal periods to
18 Non-Exempt Employees on days in which they worked in excess of 5 hours and/or 10
19 hours and failing to compensate said employees one hour wages in lieu of meal periods;
- 20 vi. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
21 Wage Orders by failing to authorize and permit minimum 10 minute rest periods to Non-
22 Exempt Employees for every four hours or major fraction thereof worked and failing to
23 compensate said employees one hours wages in lieu of rest periods;
- 24 vii. Whether Defendants violated Labor Code §2802 and applicable IWC Wage
25 Orders for failing to indemnify employees for the expenditures incurred in the
26 performance of their job duties (i.e., requiring that Class Members use their personal
27 phones in the performance of their job duties);
28

- viii. Whether Defendants violated sections 201-203 of the Labor Code by failing to pay all earned wages and/or premium wages due and owing at the time that any Class Members' employment with Defendants terminated;
- ix. Whether Defendants violated sections 226 of the Labor Code and applicable IWC Wage Orders by failing to, among other violations, maintain accurate records of Non-Exempt Employees' earned wages, work periods, meal periods and deductions;
- x. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code by failing to pay all lawful wages owed to Non-Exempt Employees; failing to provide proper rest and/or meal periods and failing to pay compensation in lieu thereof; failing to reimburse employee expenses; failing to pay wages due and owing at the time the employee's employment with Defendants terminated failing to keep accurate records all in violation of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 1194, 1199, 2802 and applicable IWC Wage Orders.
- xi. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 512, 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

C. Typicality

31. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

32. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiffs is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

34. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI. CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Overtime and/or Minimum Wages
(Lab. Code §§ 510, 1194 1199)
(Against All Defendants)

35. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

36. As discussed herein, during the liability period, Plaintiffs and Class Members earned non discretionary bonus payments which were not factored into the regular rate of pay for purposes of calculating overtime compensation paid to Plaintiff and Class Members.

37. As discussed herein, during the liability period, Defendants' policies and/or practices resulted in Plaintiffs and Class Members working off the clock and in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

38. As discussed herein, during the liability period Defendants’ policies, practices and work shift requirements resulted in Plaintiffs and Class Members working “off the clock” and not receiving compensation for all earned wages including minimum wage in violation of California state wage and hour laws.

39. During the liability period, Defendants' policies and/or practices resulted in Plaintiffs and Non Exempt Employees not receiving minimum wages for time spent working "off the clock" without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

40. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of compensation for all earned wages including overtime and/or minimum wage compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194

41. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods

Or Compensation in Lieu Thereof

(Lab. Code §§226.7, 512, IWC Wage Orders)

(Against All Defendants)

42. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

43. As discussed herein, by their failure to provide 30 minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours and/or failing to provide a second 30 minute uninterrupted meal period for days in which the Non Exempt Employees worked shifts in excess of 10 hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

44. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiffs and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiffs and Class Members.

1 45. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek
2 to represent have been deprived of premium wages in amounts to be determined at trial, and are
3 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
4 §226.7.

5 46. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
6 described herein and below.

7 **Third Cause of Action**
8 Failure to Provide Rest Periods
9 Or Compensation in Lieu Thereof
 (Lab. Code §§226.7, IWC Wage Orders)
 (Against All Defendants)

10 47. Plaintiffs repeat and incorporate herein by reference each and every allegation set
11 forth above, as though fully set forth herein.

12 48. As discussed herein, by their failure to provide a minimum ten (10) minute rest
13 period for every four hours or major fraction thereof worked per day by Non Exempt Employees,
14 and failing to provide compensation for such non-provided rest periods, as alleged above,
15 Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable
16 Wage Orders.

17 49. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek
18 to represent have been deprived of premium wages in amounts to be determined at trial, and are
19 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
20 §226.7.

21 50. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
22 described herein and below.

23 **Fourth Cause of Action**
24 Failure to Reimburse Employee Expenses
 (Lab. Code § 2802)
 (Against All Defendants)

25 51. Plaintiffs repeat and incorporate herein by reference each and every allegation set
26 forth above, as though fully set forth herein.

1 52. As discussed herein, by their policy of unlawfully requiring Plaintiffs and Class
2 Members use their personal phones in the performance of their job duties and thus that they
3 provide their own tools and/or purchase tools necessary to the performance of their job without
4 reimbursement, Defendants willfully violated the provisions of Lab. Code § 2802 IWC Wage
5 Order 4.

6 53. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek
7 to represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
8 fees, and costs, under Labor Code § 2802.

9 54. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
10 described herein and below.

11 **Fifth Cause of Action**
12 Failure to Timely Pay Wages Due At Termination
13 (Lab. Code §§ 201-203)
 (Against All Defendants)

14 55. Plaintiffs repeat and incorporate herein by reference each and every allegation set
15 forth above, as though fully set forth herein.

16 56. Sections 201 and 202 of the California Labor Code require Defendants to pay its
17 employees all wages due within 72 hours of termination of employment. Section 203 of the
18 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
19 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
20 full or an action is commenced. The penalty cannot exceed 30 days of wages.

21 57. As discussed herein, affected class members are entitled to compensation for all
22 forms of wages earned, including overtime compensation, minimum wages, compensation for
23 non-compliant rest and meal periods but to date have not received such compensation therefore
24 entitling them Labor Code section 203 penalties.

25 58. More than 30 days have passed since Plaintiffs and affected Class Members have
26 left Defendants' employ, and on information and belief, have not received payment pursuant to
27 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
28

1 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
2 section 203 for failure to pay legal wages.

3 59. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
4 described herein and below.

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6 **Sixth Cause of Action**
7 Knowing and Intentional Failure to Comply With Itemized Employee
8 Wage Statement Provisions
9 (Lab. Code § 226(b))
10 (Against All Defendants)

11 60. Plaintiffs repeat and incorporate herein by reference each and every allegation set
12 forth above, as though fully set forth herein.

13 61. Section 226(a) of the California Labor Code requires Defendants to itemize in
14 wage statements all deductions from payment of wages and to accurately report total hours
15 worked by Plaintiffs and the members of the proposed class. IWC Wage Orders require
16 Defendants to maintain time records showing, among others, when the employee begins and
17 ends each work period, meal periods, split shift intervals and total daily hours worked in an
18 itemized wage statement, and must show all deductions and reimbursements from payment of
19 wages, and accurately report total hours worked by Plaintiffs and the members of the proposed
20 class. On information and belief, Defendants have failed to record all or some of the items
21 delineated in Industrial Wage Orders and Labor Code §226

22 62. Plaintiffs and Class Members have been injured by Defendants' actions by
23 rendering them unaware of the full compensation to which they were entitled under applicable
24 provisions of the California Labor Code and applicable IWC Wage Orders.

25 63. Pursuant Labor Code §226, Plaintiffs and Class Members are entitled up to a
26 maximum of \$4,000.00 each for record-keeping violations.

27 64. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
28 described herein and below.

Seventh Cause of Action
Violation of Unfair Competition Law

(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

65. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

66. Business & Professions Code Section 17200 provides:

As used in this chapter, unfair competition shall mean and include any **unlawful, unfair** or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

67. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

68. The actions of Defendants, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

69. Plaintiffs and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

70. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiffs, individually and on behalf of all employees similarly situated, are entitled to restitution of all wages which have been unlawfully withheld from Plaintiffs and members of the Plaintiffs Class as a result of the business acts and practices described herein.

71. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiffs pray for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;

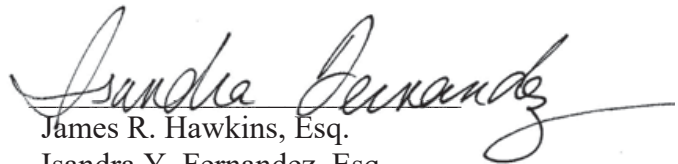
- 1 3. For economic and/or special damages in an amount according to proof with interest
2 thereon;
3 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
4 5. For premium pay and penalties pursuant to Labor Code §203
5 6. For attorneys' fees, interests and costs of suit under Labor Code §§1194,2802
6 7. For such other and further relief as the Court deems just and proper.
7

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.
10

11
12 **Dated: October 5, 2020**

JAMES HAWKINS, APLC

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14 

15 James R. Hawkins, Esq.

16 Isandra Y. Fernandez, Esq.

17 Attorneys for Plaintiffs

18 Ernesto Carranza Aguilar, Nathaniel Rubero
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