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8 **SUPERIOR COURT OF CALIFORNIA**  
9 **FOR THE COUNTY OF SANTA CLARA**

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ARMANDO FERNANDEZ, an individual, )  
11 )  
12 Plaintiff )  
13 )  
14 vs. )  
15 )  
16 ECO COMPLIANCE CORPORATION, a )  
17 Nevada Corporation; ROUZBEH )  
18 GOUDARZI, an individual; DOES 1 to )  
19 20, inclusive, )  
20 Defendants )  
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Case No. 20CV374119

**COMPLAINT FOR DAMAGES:**

1. Failure to Provide Meal and Rest  
Periods;  
2. Failure to Provide Accurate Wage  
Statements;  
3. Waiting Time Penalties;  
4. Failure to Pay Overtime Wages;  
5. Retaliation (Labor Code § 1102.5);  
6. Retaliation (Labor Code § 98.6);  
7. Unfair Competition (Business &  
Professions Code § 17200 *et seq.*).

**JURY TRIAL DEMANDED**

1 Plaintiff ARMANDO FERNANDEZ (“Plaintiff”) hereby files this Complaint against  
2 Defendants ECO COMPLIANCE CORPORATION, a Nevada Corporation; ROUZBEH  
3 GOUDARZI, an individual; DOES 1 to 20, inclusive, (hereinafter collectively referred to as  
4 “Defendants”). Plaintiff alleges as follows:

5 **PARTIES AND JURISDICTION**

6 1. Plaintiff was an hourly employee of Defendants, where he worked as a pick-up and  
7 delivery driver until his illegal and retaliatory termination in or around December 2019.

8 2. At all times relevant in this Complaint, Plaintiff was over the age of eighteen and  
9 resided in the State of California.

10 3. Plaintiff is informed and believes, and based thereon alleges, that ECO  
11 COMPLIANCE CORPORATION is a Nevada Corporation with its principal place of business in  
12 California.

13 4. Plaintiff is further informed and believes, and based thereon alleges, that Defendant  
14 ROUZBEH GOUDARZI is the owner and operator of Defendant ECO COMPLIANCE  
15 CORPORATION and can be found personally liable for wage and hour violations pursuant to Labor  
16 Code section 558.1.

17 5. Plaintiff is further informed and believes, and based thereon alleges, that each of the  
18 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or  
19 joint venturer of the remaining defendants and was acting within the course and scope of that  
20 relationship. Plaintiff is further informed and believes, and based thereon alleges, that each of the  
21 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the  
22 remaining defendants. The true names and capacities of the defendants named herein Does 1 through  
23 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who  
24 therefore sue such defendants by fictitious names pursuant to California Code of Civil Procedure  
25 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1  
26 through 20, inclusive, when they have been determined.

6. The Santa Clara Superior Court has jurisdiction in this matter due to alleged violations of California Labor Code §§ 203, 226, 226.7, 510, 512, 1194 Business and Professions Code § 17200 *et seq.*, and the applicable Wage Order.

7. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of the wrongful acts and violations of law asserted herein occurred within Santa Clara County.

## BACKGROUND

8. Claimant and similarly situated employees worked for Defendant(s) as non-exempt employees in California and were paid on hourly basis.

9. Defendants did not allow Claimant and similarly situated employees to take their statutorily required meal and rest periods. Defendants failed to provide Claimant and other similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour of work as required under the law. Claimant and similarly situated employees regularly missed their meal and rest periods and/ or they were provided late. Defendants also failed to provide rest periods to Claimant and similarly situated employees for every 4 hours worked or major fraction thereof. Defendants' management staff were aware this was occurring and did not ensure meal and/ or rest periods were provided to Claimant and similarly situated employees in compliance with California law.

10. Claimant worked as a Delivery/ Pick-up Driver. Defendants required Claimant and similarly situated employees to drive long distances on each shift, sometimes working as many as 14 hours or more. Claimant and similarly situated employees were not afforded the opportunity to take meal and rest breaks because there was no time set aside in the delivery/ pickup schedule that allowed for it. Defendants were aware that Claimant and similarly situated employees were unable to take meal and rest periods because Claimant's supervisor, and the owner of the company, Rouzbeh Goudarzi, instructed Claimant and similarly situated employees to indicate on the timesheets that meal and rest periods were taken even when they were not.

11. Defendants also had a policy and practice of not paying statutorily required overtime. Claimant and similarly situated employees regularly worked over eight (8) hours a day and/or forty

1 (40) hours a week for which overtime was not paid. Claimant and similarly situated employees'  
2 timesheets and wage statements clearly show that all hours worked were paid at the base rate of pay,  
3 and no overtime was paid for hours worked over (8) hours in a day and/or forty (40) hours in a week.

4 12. Claimant complained to Defendants regarding the unpaid overtime and the missed  
5 meal and rest periods, but Defendants did not change their practices. Instead, when Claimant filed a  
6 Complaint with the California Labor Commissioner's office for unpaid overtime, minimum wages,  
7 and missed meal and rest periods, Defendants retaliated against Claimant by terminating his  
8 employment in or around December 2019.

9 13. On September 15, 2020, Claimant, through his counsel, sent Defendants a request for  
10 his payroll records and personnel file, pursuant to California Labor Code sections 226, 1198.5, 432.  
11 Claimant did not receive the required records in accordance with this request within the statutorily  
12 mandated time periods. Thus, Defendants failed to comply with the requirements of Labor Code  
13 sections 226, 1198.5, and 432 with regard to Claimant and any similarly aggrieved employees'  
14 requests for personnel records, wage records, and documents signed by the employee.  
15

16 **FIRST CAUSE OF ACTION**  
17 **Failure to Provide Meal and Rest Periods**  
18 **(As to All Defendants)**

19 14. Plaintiff incorporates by reference and re-allege paragraphs 1 through 13 as though  
20 fully set forth herein.

21 15. An employer must provide an employee a meal period and/or rest period in  
22 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

23 16. Labor Code section 510 and Wage Order 5-2001, section 11(A) require an employer  
24 to provide a meal period of not less than thirty (30) minutes for each work period of more than five  
25 (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide  
26 a second meal period.  
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1           17. Labor Code section 510 and Wage Order 5-2001 section 12(A) require an employer  
2 to provide a rest period of not less than ten (10) minutes for each work period of more than four (4)  
3 hours or a major fraction thereof.

4           18. Plaintiff alleges that Defendants failed to provide Plaintiff with meal breaks of at least  
5 thirty (30) minutes for several work periods that Plaintiff worked more than five (5) hours in a day,  
6 or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff  
7 worked more than ten (10) hours in a day.

8           19. Plaintiff further allege that Defendants failed to provide rest breaks of at least ten (10)  
9 minutes for each work period that they worked more than four (4) hours.

10           20. Also, provisions regulating minimum wages or hours and days of work in any order of  
11 the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor  
12 Code section 226.7 have been violated by, or were caused to be violated by, Defendants and  
13 Defendant ROUZBEH GOUDARZI. Plaintiff is informed and thereon believes that Defendant  
14 ROUZBEH GOUDARZI was a person acting on behalf of Defendants, including as an owner and/or  
15 managing agent of Defendants, within the meaning of California Labor Code section 558.1.  
16 Therefore, Defendant ROUZBEH GOUDARZI may be held liable as the employer for the violations  
17 of provisions regulating minimum wages or hours and days of work in any order of the Industrial  
18 Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section  
19 226.7.  
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21           21. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiff is  
22 entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest period  
23 not provided, as a wage, from three (3) years of the filing of this action, in an amount to be  
24 established at trial. *See* Labor Code § 226.7 and Wage Order 5-2001 §§ 11(B), 12(B).

25           22. As a proximate cause of Defendants' failure to provide meal and rest periods,  
26 Plaintiff is entitled to one (1) hour of pay at the regular rate of compensation for each meal period or  
27 rest period not provided, as a wage, from three (3) years of the filing of this action, in an amount to  
28 be established at trial. *See* Labor Code § 226.7 and Wage Order 5-2001 §§ 11(B), 12(B).

**SECOND CAUSE OF ACTION**  
**Failure to Provide Accurate Wage Statements**  
**(As to All Defendants)**

23. Plaintiff incorporates by reference and re-allege paragraphs 1 through 22 as though fully set forth herein.

24. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

*(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions 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.*

25. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendants also failed to list on the wage statements provided to Plaintiff and similarly situated employees the applicable overtime rate and any payment for overtime hours.

26. Additionally, Plaintiff alleges he suffered injury as a result of Defendants' failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff' position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone.

27. Also, California Labor Code section 226 has been violated by, or was caused to be violated by, Defendants and Defendant ROUZBEH GOUDARZI. Plaintiff is informed and thereon believes that Defendant ROUZBEH GOUDARZI was a person acting on behalf of Defendants, including as an owner and/or managing agent of Defendants, within the meaning of California Labor Code section 558.1. Therefore, Defendant ROUZBEH GOUDARZI may be held liable as the employer for the violations California Labor Code section 226.

28. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendants to comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

**THIRD CAUSE OF ACTION**  
**Waiting Time Penalties**  
**(As to All Defendants)**

29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully set forth herein.

30. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. Labor Code § 201.

31. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of resignation. Labor Code § 202.

32. An employer who willfully fails to pay an employee wages in accordance with Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. Labor Code § 203.



1           39.     Plaintiff was a non-exempt employee under the administrative, executive, or  
2 professional exemptions of the applicable Wage Order and California Labor Code section 510.

3           40.     In addition, California Labor Code section 558.1, subsection (a), provides that “Any  
4 employer or other person acting on behalf of an employer, who violates, or cause to be violated, any  
5 provision regulating minimum wages or hours and days of work in any order of the Industrial  
6 Welfare Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or  
7 2802, may be held liable as the employer for such violation.”

8           41.     California Labor Code section 558.1, subsection (b), further provides that the term  
9 “other person acting on behalf of any employer” means “a natural person who is an owner, director,  
10 officer, or managing agent of the employer.”

11           42. Provisions regulating minimum wages or hours and days of work in any order of the  
12 Industrial Welfare Commission, such as IWC Wage Order No. 2-2001, and California Labor Code  
13 section 1194 have been violated by, or were caused to be violated by, Defendants and Defendant  
14 ROUZBEH GOUDARZI. Plaintiff is informed and thereon believes that Defendant ROUXBEH  
15 GOUDARZI was a person acting on behalf of Defendants, including as an owner and/or managing  
16 agent of Defendants, within the meaning of California Labor Code section 558.1. Therefore,  
17 Defendant ROUZBEH GOUDARZI may be held liable as the employer for the violations of  
18 provisions regulating minimum wages or hours and days of work in any order of the Industrial  
19 Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section  
20 1194.

21           43.     Defendants’ conduct described herein violates California Labor Code sections 510  
22 and 1194, and Wage Orders. As a proximate result of Defendants’ conduct, Plaintiff has been  
23 damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now  
24 seeks these wages, attorney’s fees and costs, and interest pursuant to California Labor Code sections  
25 1194.  
26  
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**FIFTH CAUSE OF ACTION**  
**Retaliation in Violation of Labor Code section 1102.5**  
**(As to Defendant ECO COMPLIANCE CORPORATION)**

44. Plaintiff hereby incorporates by reference Paragraphs 1 through 43 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

45. California Labor Code § 1102.5 prohibits retaliation against an employee for disclosing information to a government or law enforcement agency, or to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation. Labor Code § 1102.5 further prohibits retaliation against an employee for refusing to participate in an activity that would result in a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation. This includes making a report to the Labor Commissioner's Office.

46. Plaintiff informed Defendants as to his concerns that he was not being paid overtime and was not able to take his statutorily- required meal and rest breaks, believing these actions to be in violation of the law. Later, when Defendants' failed to make any corrections in response to Plaintiff's complaints, Plaintiff filed a claim for these violations with the Labor Commissioner's office.

47. Shortly after filing his complaint with the Labor Commissioner's office, Plaintiff was retaliated against by terminating his employment.

48. As a direct, foreseeable, and proximate result of Defendants' retaliatory actions, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, all to his damage, the amount of which will be established at trial.

49. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered emotional distress, humiliation, shame, and embarrassment, all to his damage in an amount to be established at trial.

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3                                   **SIXTH CAUSE OF ACTION**  
4                                   **Retaliation in Violation of Labor Code section 98.6**  
5                                   **(As to Defendant ECO COMPLIANCE CORPORATION)**

6           50.     Plaintiff hereby incorporates by reference Paragraphs 1 through 49 of this Complaint  
7 as if fully set forth herein and for a cause of action alleges as follows:

8           51.     California Labor Code § 98.6 prohibits retaliating or discriminating against an  
9 employee who has made an oral or written complaint that they are owed unpaid wages.

10          52.     Plaintiff complained to his supervisor on multiple occasions that he was not being  
11 paid overtime wages, and that he was not provided his statutory meal and rest breaks.

12          53.     Rather than correct its labor code violations and ensure Plaintiff was paid properly,  
13 Defendants terminated Plaintiff's employment following his complaints.

14          54.     As a direct, foreseeable, and proximate result of Defendants' retaliatory actions,  
15 Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, all to his  
16 damage, the amount of which will be established at trial.

17          55.     As a direct, foreseeable, and proximate result of Defendants' unlawful actions,  
18 Plaintiff has suffered emotional distress, humiliation, shame, and embarrassment, all to his damage  
19 in an amount to be established at trial.

20                                   **SEVENTH CAUSE OF ACTION**  
21                                   **(Unfair Competition)**  
22                                   **(As to Defendant ECO COMPLIANCE CORPORATION)**

23          56.     Plaintiff incorporates by reference and re-allege paragraphs 1 through 55 as though  
24 fully set forth herein.

25          57.     Unfair competition shall mean and include any unlawful, unfair or fraudulent  
26 business act or practice and unfair, deceptive, untrue or misleading advertising and any act  
27 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the California  
28 Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

58.     Plaintiff was not paid all wages owed during his employment and was not provided  
legally compliant meal and rest breaks. Defendants also failed to provide legally compliant paystubs

1 to Plaintiff throughout the employment relationship that failed to show, among other things, all hours  
2 worked and the applicable overtime rate.

3 59. Plaintiff is also informed and believe and thereon allege that such actions and/or  
4 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (California  
5 Business and Professions Code 17200 *et seq.*), pursuant to *Cortez v. Purolator Air Filtration Prods.*  
6 *Co.*, 23 Cal. 4th 163 (2000).

7 60. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to  
8 the UCL (including B&P Code §17203), Plaintiff is entitled to restitution as a result of Defendants’  
9 unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P  
10 Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor  
11 Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for  
12 up to four (4) years from the filing of this Action.  
13

#### 14 **DAMAGES**

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

- 16 1. A jury trial;
- 17 2. For penalties and liquidated damages under the California Labor Code according to  
18 proof allowed by law;
- 19 3. For compensatory damages, including, but not limited to, unpaid wages, plus interest,  
20 according to proof allowed by law;
- 21 4. For an award to Plaintiff’ of costs of suit incurred herein and reasonable attorney’s  
22 fees;
- 23 5. For injunctive relief;
- 24 6. For an award of prejudgment and post-judgment interest; and
- 25 7. For an award to Plaintiff of such other and further relief as the Court deems just and  
26 proper.  
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Dated: November 30, 2020

**Castle Law: California Employment Counsel, PC**

By: \_\_\_\_\_

Kent L. Bradbury

Timothy B. Del Castillo

Attorneys for Plaintiff ARMANDO FERNANDEZ

**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury.

Dated: November 30, 2020

**Castle Law: California Employment Counsel, PC**

By: \_\_\_\_\_



Kent L. Bradbury

Timothy B. Del Castillo

Attorneys for Plaintiff ARMANDO FERNANDEZ