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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS AMAYA,

Plaintiff,

vs.

ROBO CAR INC. dba MAGIC AUTO
CENTER; BIJAN RASTEGAR; and DOES
1 to 25, inclusive,

Defendants.

CASE NO.: **21STCV11527**

COMPLAINT FOR DAMAGES FOR:

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

1) 17200
2)
3)
4)
5)

6) JURY TRIAL DEMANDED
7)
8)
9)

10 COMES NOW Plaintiff, CARLOS AMAYA (hereinafter "Plaintiff"), and alleges as
11 follows:
12

13 **PARTIES, JURISDICTION, and VENUE**
14

15 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
16 County of Los Angeles in this judicial district because Defendants ROBO CAR INC. dba
17 MAGIC AUTO CENTER; BIJAN RASTEGAR; and DOES 1 to 25, inclusive, (hereinafter
18 collectively known as "Defendants"), do business in the County of Los Angeles, and because
19 Defendants' obligations and liabilities arise therein, and because the work that was performed
20 by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's
21 damages sought herein exceed \$25,000.

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

23 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
24 ROBO CAR INC. dba MAGIC AUTO CENTER (hereinafter "MAGIC AUTO") is a
25 California corporation, doing business in the County of Los Angeles, State of California, and
26 which employed Plaintiff. ROBO CAR INC. does business as various different entities
27 throughout Southern California under a version of the name MAGIC AUTO CENTER and
28 owned, operated, managed, and controlled the dealership at which Plaintiff worked, MAGIC
AUTO CENTER OF CANOGA PARK.

4. Defendant BIJAN RASTEGAR (hereinafter "BIJAN") is an individual, who at all

1 relevant times and on information and belief resided in Los Angeles County, California.

2 Plaintiff is informed and believes that Defendant BIJAN was acting on behalf of and was the
3 managing agent and owner of MAGIC AUTO. Plaintiff is informed and believes and thereon
4 alleges that BIJAN controlled the wages, hours, and working conditions of Plaintiff and other
5 similarly situated aggrieved employees and is therefore being included in this complaint
6 pursuant to California Labor Code section 558.1.

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

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

21 **GENERAL ALLEGATIONS**

22 7. Plaintiff's second stint at MAGIC AUTO started on or around 2018 wherein Plaintiff
23 worked in the Sales/Finance Department. Plaintiff's last day worked at MAGIC AUTO was on
24 September 15, 2020. Plaintiff generally worked 6 days per week from 10am to around 8pm.
25 His job duties literally included doing everything for MAGIC AUTO except the mechanic
26 work and detailing. His duties included sales, picking up cars, getting cars ready, financing,
27 packaging the entire deal, ordering parts for the cars, customer service, advertising, transferring
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cars in the lot, and other similar tasks. Plaintiff was consistently following orders from “Cesar” or “Ben”. Plaintiff was classified as a salaried employee and earned \$1000/per month plus commissions. Plaintiff was also classified as a 1099 employee as opposed to a W-2 employee.

8. It is Plaintiff’s position that MAGIC AUTO has violated numerous Labor Code Sections against Plaintiff and other similarly situated aggrieved employees, who include all exempt, salaried and non-exempt, hourly employees who worked for MAGIC AUTO during the relevant PAGA period.

9. MAGIC AUTO violated Labor Code section 226.8. Pursuant to Labor Code section 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify an individual as an independent contractor. “Willful misclassification means avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor.” Cal. Lab. Code Section 226.8(i)(4). If a person or employer has willfully misclassified an individual as an independent contractor, the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or is engaging in a pattern or practice of willfully misclassifying individuals as independent contractors, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(c).

10. In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th 903, the Supreme Court developed the “ABC TEST” to determine whether an independent contractor is an employee. Under the ABC TEST, a worker will be deemed to have been “suffered or permitted to work,” and thus, an employee for wage order purposes, unless the putative employer proves:

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

1 (B) that the worker performs work that is outside the usual course of the hiring entity's business;
2 and

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

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

8 11. Here, it is unequivocally clear that MAGIC AUTO would not be able to get past the
9 second part of the test since Plaintiff and others were unequivocally doing work related to
10 MAGIC AUTOS's core business of being an auto dealership, including sales, finance, getting
11 cars ready, etc. As such, MAGIC AUTO willfully misclassified Plaintiff and other aggrieved
12 employees as independent contractors. Moreover, there was plenty of control by MAGIC AUTO
13 as it related to Plaintiff's and others' job duties, work schedules, and working conditions.

14 12. MAGIC AUTO violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed
15 to pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including
16 the statutory minimum wage for all hours worked and for "off the clock" work. Plaintiff was
17 misclassified as a salaried employee since he does not meet any of the exemptions. He was not
18 under the Executive exemption because he did not have the ability to hire and fire. The
19 professional exemption did not apply. As for the Administrative exemption, Plaintiff did not
20 engage in job duties that met the test of exemption more than 50% of the time and he did not
21 have independent discretion and judgment as alluded to above. Plaintiff was supposed to be
22 classified as an hourly, non-exempt employee for the duration of his employment but was
23 misclassified both as a salaried employee and as a 1099 independent contractor. There was no
24 formal clock-in/clock-out system and, as such, MAGIC AUTO was not able to keep an accurate
25 record of Plaintiff's hours worked. Since Plaintiff was paid a salary of \$1000/per month for
26 working approximately 60 hours a week or 240+ hours per month, Plaintiff was not paid the
27 minimum wage for all hours worked. Moreover, and although MAGIC AUTO promised Plaintiff
28 commission payments, there was no commission agreement in writing as required by California

1 law and MAGIC AUTO would unlawfully deduct commission payments from Plaintiff and
2 others. In addition, Plaintiff would even work “off the clock” and outside of the normal business
3 hours as stated above. This was because Plaintiff would consistently get phone calls from clients
4 regarding problems with car service and other issues. Plaintiff would get these phone calls late
5 at night and even in the middle of the night and was forced to answer, otherwise he would get
6 reprimanded by “Cesar” the following day. At one point, Plaintiff was owed \$7,000 from
7 commissions and is still owed money for work performed.

8 13. Due to the above minimum wage violations and due to Plaintiff being misclassified as a
9 salaried, exempt employee, MAGIC AUTO also violated Labor Code §510 because it failed to
10 pay Plaintiff and other aggrieved employees overtime compensation, even though they worked
11 more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their
12 employment. Plaintiff ’s and other aggrieved employees’ actual work hours entitled them to
13 overtime compensation, however, MAGIC AUTO did not compensate its employees for
14 overtime hours worked. Due to the fact that the employees were misclassified, both as exempt
15 and as 1099 independent contractors, overtime was not part of the company policy.

16 14. MAGIC AUTO also violated Labor Code § 226.7 and the appropriate Industrial Welfare
17 Commission Wage Order no. 4 or 7 because it failed to provide Plaintiff and other similarly
18 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
19 majority portion thereof, throughout their employment. MAGIC AUTO did not completely
20 relieve Plaintiff and others of all duty during said rest periods. MAGIC AUTO did not pay to
21 Plaintiff and others one additional hour of pay at Plaintiff ’s regular rate of compensation for
22 each workday that one or more statutory rest periods was not provided. It was not part of the
23 company policy for employees such as Plaintiff to take rest breaks. The concept of rest breaks
24 was never discussed with employees nor was it ever implemented as it was not company policy.
25 Moreover, it would not have been possible for employees such as Plaintiff to take such rest
26 breaks due to a major understaffing problem at MAGIC AUTO. As such, the culture at MAGIC
27 AUTO did not lend itself to the employees receiving statutory rest breaks wherein they were
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1 relieved of all work duties. The environment at MAGIC AUTO was not conducive to receiving
2 statutory rest breaks under California law and timely, statutory rest breaks were not authorized
3 or enforced, especially because Plaintiff and others were misclassified as salaried, 1099 workers.

4 15. MAGIC AUTO violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
5 Commission Wage Order no. 4 or 7 because it failed to provide hourly, non-exempt employees,
6 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
7 (5) hours of work throughout their employment. MAGIC AUTO did not completely relieve
8 Plaintiff and other employees of all duty during said meal periods. MAGIC AUTO did not pay
9 to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate
10 of compensation for each workday that one or more statutory meal periods was not provided.
11 The hourly, non-exempt employees would often not be able to receive their meal breaks at all,
12 certainly not before the 5th hour and certainly not an uninterrupted, 30-minute meal break.
13 Plaintiff and others would not have the ability or opportunity to take uninterrupted, timely, and
14 complete meal breaks wherein they were relieved of all work duties. Most of the time, if Plaintiff
15 was trying to eat, he would have to eat and work at the same or would have his meal interrupted
16 due to customer inquiries. Like the rest breaks, receiving a thirty-minute uninterrupted and
17 timely meal break was not part of the company culture and was not enforced by MAGIC AUTO.
18 Consequently, it was the normal practice and custom of MAGIC AUTO not to authorize, permit,
19 and enforce timely statutory meal periods.

20 16. Furthermore, during the relevant time period and based on the above, MAGIC AUTO
21 failed to pay Plaintiff and others all wages due to them within any time period specified by
22 California Labor Code section 204.

23 17. MAGIC AUTO was also in violation of California Labor Code section 226(a), by failing
24 to include pertinent information on the wage statements, including but not limited to, the full and
25 correct name of the legal employer along with the employer's correct legal address, all hours
26 worked (including "off the clock" hours and overtime), all applicable hourly rates in effect, the
27 correct identifying information for each employee, gross wages earned, net wages earned,
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1 premium pay for the missed meal and rest breaks, the correct start and end of the pay period, all
2 deductions, and business expense reimbursement, among others. As such, MAGIC AUTO did
3
4 not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
5 itemized wage statements. In fact, due to misclassifying Plaintiff and others as 1099 employees,
6 MAGIC AUTO did not provide Plaintiff and others with any paystubs.

7 18. During the relevant time period, MAGIC AUTO also failed to keep accurate and
8 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
9 and others pursuant to California Labor Code sections 1174(d).

10 19. MAGIC AUTO also violated Labor Code § 203 because it willfully failed to pay Plaintiff
11 and other similarly situated aggrieved employees earned and due wages upon separation of
12 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
13 These earned but unpaid wages include compensation for all hours worked, including minimum
14 wages, overtime compensation, premium pay for missed meal and rest breaks, and business
15 expense reimbursement.

16 20. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred
17 necessary, business-related expenses and costs that were not reimbursed by MAGIC AUTO.
18 These costs include, but are not limited to, the use of personal cell phones for work purposes. In
19 fact, Plaintiff would his personal cell phone for all company communications with customers.
20 When customers would respond to ads, the calls would go directly to Plaintiff's personal cell
21 phone. Plaintiff would also have to use his personal vehicle for work purposes in picking up
22 checks from the finance company, delivering finance packages to the finance company, or
23 running errands for the company, but was not reimbursed his mileage/gas. Plaintiff has also had
24 to pay other people to help him deliver vehicles and has not been reimbursed for those expenses.
25 Accordingly, MAGIC AUTO was in violation of California Labor Code sections 2800 and 2802.

26 21. Moreover, MAGIC AUTO failed to provide sick pay pursuant to Labor Code section 246
27 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved
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employees in violation of Labor Code Section 3700.5.

22. It is important to note that Plaintiff did in fact complain to MAGIC AUTO ownership/management about the illegal payment structure and misclassification, but nothing was done, and Plaintiff was forced to quit his employment. When Plaintiff attempted to report to the dealership to gather his personal belongings after being forced to quit, he was not allowed to gather his stuff and was told the police would be called if he went to the dealership. Plaintiff also requested his 2019 tax form (1099 form) to be provided to him, but MAGIC AUTO refused.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

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

24. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of Regulations, Title 8, Section 11070.

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

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

27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of

1 this Court.

2 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
3 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
4 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
5 reasonable attorney's fees and costs of suit.

6 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
8 amount known to Plaintiff once she has obtained all of his payroll records from
9 Defendants.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(California Labor Code Sections 1194, 1194.2, 1197)**

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

14 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

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17 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the minimum wage
19 rate for all hours worked as required by the applicable Industrial Welfare Commission
20 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
21 8, Section 11040, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of
22 Regulations, Title 8, Section 11070, subdivision 4.

23 32. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), at all
24 relevant times, "hours worked" included "the time during which an employee is subject to the
25 control of an employer, and includes all the time the employee is suffered or permitted to work,
26 whether or not required to do so..."

27 33. During his employment, Plaintiff was regularly required as a matter of uniform
28 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff

1 was paid less than the minimum wage rate by Defendants for hours worked in violation of
2 California Labor Code Section 1197 and the applicable California Industrial Wage
3 Commission wage order(s).

4 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
5 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
6 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
7 to believe that their acts or omissions were not contrary to California law.

8 35. For all hours worked by Plaintiff for which he was paid less than the minimum wage
9 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
10 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
11 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
12 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME**

18 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
19 **Regulations Title 8 Section 11040/11070)**

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

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

23 38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
24 Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001,
25 California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's
26 employment, Defendants were required to compensate Plaintiff for all overtime, which is
27 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
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1 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
2 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
3 the seventh consecutive workday in a week.

4 39. Plaintiff was a non-exempt employee entitled to the protections of the California
5 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
6 Section 11040 and/or California Industrial Welfare Commission Order No. 7-2001, California
7 Code of Regulations, Title 8, Section 11070.

8 40. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
9 single workweek on numerous occasions.

10 41. Plaintiff worked more than twelve (12) hours in a single workday.

11 42. Plaintiff was entitled to the above overtime premiums.

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

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

16 45. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
17 rate of pay for hours worked past twelve (12) in a day.

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

20 47. Defendants know or should know the actual dates of overtime worked, the amount of
21 overtime worked, and the amount of unpaid overtime due.

22 48. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
23 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
24 Court.

25 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
26 Regulations, Title 8, Sections 11040 and/or 11070 , Plaintiff is entitled to recover damages for
27 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
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reasonable attorney's fees and costs of suit.

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named defendants and all DOE defendants)

51. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

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

53. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, accurate figures for gross wages earned, net wages earned, total hours worked by the employee (regular and overtime), all deductions, premium pay for missed rest breaks and meal breaks, and business expense reimbursement. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

54. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

55. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a

1 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
2 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
3 and attorney's fees pursuant to statute.

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

7 **FIFTH CAUSE OF ACTION**

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

9 **(California Labor Code Sections 201, 203)**

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

11 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

65. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

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

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

68. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours and the minimum wage as well as premiums for missed rest breaks and meal breaks.

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

70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

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4 **SEVENTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTION 558**

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

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

8 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

10 72. California Labor Code Section 558 states that any person acting on behalf of an
11 employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
13 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an amount
15 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
16 hundred dollars (\$100) for each underpaid employee for each pay period for which the
17 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
18 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
19 filed.

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

- 22 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and
23 overtime wages for overtime hours worked. As such, Defendants violated Section
24 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00
25 for the first pay period and \$100.00 for each subsequent violation for each pay
26 period for which Plaintiff was underpaid in addition to an amount sufficient to
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1 recover underpaid wages.

2 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
3 relief associated with Plaintiff's prosecution of this cause of action under California
4 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
5 paying Plaintiff for his overtime hours worked and for all hours worked.

6 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
7 fees for relief associated with Plaintiff's prosecution of this cause of action under
8 California Labor Code Sections 200, et seq.
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10 74. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
11 under the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

13 75. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
14 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

17 **(California Labor Code Section 1174(d))**

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

19 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO GIVE REST BREAKS**

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

16 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

18 83. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
20 11070(12)(A), which provide that every employer shall authorize and permit all
21 employees to take rest periods, which insofar as practicable shall be in the middle of
22 each work period. The authorized rest period time shall be based on the total hours
23 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
24 fraction thereof;
- 25 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
26 11070(12)(B), which provides that if an employer fails to provide an employee a
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1 rest period in accordance with the applicable provisions of this order, the employer
2 shall pay the employee one (1) hour of pay at employee's regular rate of
3 compensation for each workday that the rest period is not provided;

4 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
5 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
6 employee, of any provision of the Wage Order, and \$100.00 for each additional
7 violation thereafter per employee; and

8
9 d. California Labor Code section 226.7, which states that (a) no employer shall require
10 any employee to work during any rest period mandated by an applicable order of
11 the Industrial Welfare Commission, and (b) if an employer fails to provide an
12 employee a rest period in accordance with an applicable order of the Industrial
13 Welfare Commission, the employer shall pay the employee one (1) additional hour
14 of pay at employee's regular rate of compensation for each work day that the rest
15 period is not provided.
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17 84. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
18 rest break after every four (4) hours of work or major fraction thereof, as required by California
19 law.

20 85. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
21 regulations, and wage orders alleged in this cause of action along with any allowable interest,
22 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
23 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
24

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

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

3 **TENTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

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

6 88. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 87, inclusive, of this Complaint as though fully set forth herein.
8

9 89. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 10 a. California Labor Code section 512(a), which requires that employees be given a 30-
11 minute uninterrupted meal break after five (5) hours of work, and a second
12 uninterrupted meal break after ten (10) hours of work;
13
14 b. California Labor Code section 226.7, which states that (a) no employer shall require
15 any employee to work during any meal period mandated by an applicable order of
16 the Industrial Welfare Commission, and (b) if any employer fails to provide an
17 employee a meal period in accordance with an applicable order of the Industrial
18 Welfare Commission, the employer shall pay the employee one (1) additional hour
19 of pay at the employee's regular rate of compensation for each workday that the
20 meal period is not provided;
21
22 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
23 codified under Title 8 of the California Code of Regulations Section 11040 and/or
24 11070, which state that if an employer fails to provide an employee a meal period in
25 accordance with the applicable provisions of the Wage Order, the employer shall
26 pay the employee one (1) hour of pay at the employee's regular rate of
27 compensation for each workday that the meal period is not provided;
28

- 1 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
2 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
3 11040 and/or 11070, which require an employer to maintain records documenting
4 its employees' meal periods;
- 5 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
6 20(A), as codified under California Code of Regulations Section 11040 and/or
7 11070, which penalizes the employer \$50.00 for each initial violation, per
8 employee, of any provision of the Wage Order, and \$100.00 for each additional
9 violation thereafter per employee; and
- 10 f. California Labor Code section 1171 and 1173, which have given the California
11 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
12 and/or 7) as enforceable law.

14 90. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
15 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
16 take a second relieved meal break after ten (10) hours of work, as required by California law.
17 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
18 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et.
19 seq., require that employees receive uninterrupted meal periods every five (5) hours of
20 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
21 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
22 not require their employees to work through their meal periods. California Labor Code section
23 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the
24 employer fails to provide the employee with an uninterrupted meal period, the employer must
25 pay the employee one (1) hour of pay for each workday that the meal period is not given.
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1 91. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
2 regulations, and wage orders alleged in this cause of action along with any allowable interest,
3 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
4 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

10 **ELEVENTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **Individual and Representative Claim for PAGA penalties under California Labor Code**
13 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

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

15 94. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 93, inclusive, of this Complaint as though fully set forth herein.

17 95. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
18 Defendants of the specific violations of the California Labor Code that Defendants
19 and DOE defendants have violated and continue to violate.

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

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

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

6 99. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against him, and therefore is
8 properly suited to represent the interests of other current and former employees, including all
9 exempt, salaried employees who were misclassified, as well as all hourly, non-exempt
10 employees and all employees who should have been classified as hourly, non-exempt
11 employees who worked for Defendants in the State of California during the PAGA
12 period.

13 100. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
14 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
15 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

16 101. Plaintiff therefore has exhausted all administrative remedies required of him under
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
18 cause of action and pursue penalties in a representative action for Defendants’ violations of the
19 Labor Code.

20 102. California Labor Code section 2699 et seq. imposes penalties upon culpable
21 Defendants for violating the Labor Code.

22 103. California Labor Code section 558 establishes a civil penalty as follows: Any
23 employer or other person action on behalf of an employer who violates, or causes to be
24 violated, a section of this chapter or any provision regulating hours and days of work in any
25 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
26 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
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underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid ...;

104. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

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

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

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

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

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

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

109. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendant. These expenses

1 include, but are not limited to, use of personal phones for business-related purposes.

2 110. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
3 and attorney's fees and costs, under Labor Code section 2802.

4 **THIRTEENTH CAUSE OF ACTION**

5 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

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

7 111. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 110, inclusive, of this Complaint as though fully set forth herein.

9 112. At all times during her employment with Defendant MAGIC AUTO, Plaintiff
10 performed his duties with the utmost diligence and competence.

11 113. Defendants intentionally created an illegal work environment and atmosphere by
12 misclassifying Plaintiff and others and violating numerous labor code sections as outlined in
13 this Complaint, thereby not giving Plaintiff an opportunity to work in an environment free of
14 labor code violations. This situation became intolerable for Plaintiff and Plaintiff had no
15 alternative but to resign.

16 114. The employment of Plaintiff was constructively wrongfully terminated on September
17 15, 2020 in violation of the fundamental public policy of the State of California with respect to
18 violating numerous labor code violations, including misclassification, not compensating
19 Plaintiff for all hours worked, not compensating Plaintiff the minimum wage, not paying
20 Plaintiff overtime wages, not providing Plaintiff accurate, itemized wage statements, and not
21 paying Plaintiff wages owed every pay period, among other violations. Moreover, Plaintiff
22 was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated
23 statutory and constitutional expressions of public policy including, the California Labor Code.

24 115. As set forth above, said actions by Defendants were wrongful and in violation of the
25 fundamental principles of the public policy of the State of California as reflected in its laws,
26 objectives and policies. Said statutes and constitutional expressions of public policy include,
27 but are not limited to, California Labor Code. These laws inure to the benefit of the public at
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1 large, and not just the private interests of the employers and employees whom they govern or
2 protect.

3 116. As a direct and proximate result of the aforementioned acts and omissions of
4 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
5 loss of income (past and future), loss of employment benefits (past and future), general and
6 compensatory damages (past and future), mental pain and anguish and emotional distress (past
7 and future), and will continue to suffer in the future, in an amount to be proved at trial.
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9 117. The foregoing conduct engaged in by Defendants and each of their directors, officers
10 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
11 and carried on with a conscious and willful disregard of their workers' right to work in an
12 environment free of retaliation due to whistleblowing, so as to justify the imposition of
13 punitive damages to punish and set an example of said Defendants.
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15 **FOURTEENTH CAUSE OF ACTION**

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

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

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

19 118. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 117, inclusive, of this Complaint as though fully set forth herein.

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

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

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

4 **PRAYER FOR RELIEF**

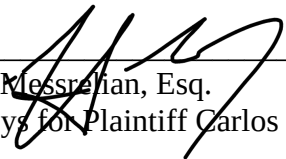
5 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
6 follows:

- 7 1. For compensatory damages including lost past and future wages, regular wages,
8 overtime, and all other sums of money, including employment benefits, together
9 with interest on said amounts, and any other economic injury to Plaintiff, according to
10 proof;
- 11 2. For general damages according to proof;
- 12 3. For special and consequential damages to the extent allowed by law;
- 13 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
14 at trial;
- 15 5. For an award of punitive damages against Defendants according to proof;
- 16 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
17 subject to proof at trial;
- 18 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
19 proof at trial;
- 20 8. For restitution and disgorgement for all unfair business practices by Defendants against
21 Plaintiff in an amount according to proof;
- 22 9. For an order enjoining Defendants from further unfair and unlawful business
23 practices in violation of Business and Professions Code section 17200, et seq.;
- 24 10. For maximum civil penalties available under the Labor Code and applicable Wage
25 Order against Defendants as described more particularly in the Complaint and
26 representative PAGA claims;
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- 1 11. For all remedies available to Plaintiff under the applicable Wage Order and the
2 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
3 liquidated damages, damages, penalties, and waiting time penalties according to proof
4 to the extent permitted by law via PAGA;
- 5 12. For the imposition of civil penalties and/or statutory penalties;
- 6 13. Reasonable attorney's fees where available by law, including but not limited to,
7 pursuant to Labor Code section 2698 et seq., and the Labor Code generally;
- 8 14. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
9 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 10 15. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
11 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
- 12 16. Costs and expenses of suit incurred herein;
- 13 17. For all interest as allowed by law;
- 14 18. For such other and further relief as the Court deems just and proper.

15
16 DATED: March 25, 2021

MESSRELIAN LAW INC.

17
18 By 
19 Harout Messrelian, Esq.
Attorneys for Plaintiff Carlos Amaya

20 **DEMAND FOR JURY TRIAL**

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

22
23 DATED: March 25, 2021

MESSRELIAN LAW INC.

24
25 By 
26 Harout Messrelian, Esq.
Attorneys for Plaintiff Carlos Amaya