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

JOSEPH CHARLES,

Plaintiff,

vs.

JAWZ PROTECTION SERVICE L.L.C.;
 JAWZ PROTECTION SERVICES, LLC;
 JEREMY A. WILLIAMS; and DOES 1
 to 25, inclusive,

Defendants.

) CASE NO.: **21STCV09101**

) **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 OWED EVERY PAY PERIOD;**
- 6) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) **VIOLATION OF LABOR CODE SECTION 558;**
- 8) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) **FAILURE TO GIVE REST BREAKS;**
- 10) **FAILURE TO GIVE MEAL BREAKS;**
- 11) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
- 13) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, JOSEPH CHARLES (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants JAWZ PROTECTION SERVICE L.L.C.; JAWZ PROTECTION SERVICES, LLC; JEREMY A. WILLIAMS, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant JAWZ PROTECTION SERVICE, L.L.C is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a security guard.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant JAWZ PROTECTION SERVICES, LLC is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a security guard.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant JEREMY A. WILLIAMS (“WILLIAMS”) is a male resident of the County of Los Angeles, State of California and the owner, managing agent of JAWZ PROTECTION SERVICE, L.L.C. and JAWZ PROTECTION SERVICES, LLC. WILLIAMS is being included in this lawsuit pursuant to Labor Code Section 558.1 as he controlled the hours, wages, and working conditions of Plaintiff and other hourly, non-exempt employees. JAWZ PROTECTION SERVICE, L.L.C, JAWZ PROTECTION SERVICES, LLC and WILLIAMS are collectively referred to as “JAWZ” or “Defendant(s)”.

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

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

GENERAL ALLEGATIONS

8. Plaintiff started working for JAWZ on or around 2019. His employment with them ended on or around December 2, 2020. Plaintiff's job title was that of a "security guard" and he worked mostly at a Cannabis dispensary. During his employment tenure, Plaintiff was classified both as a W-2 employee and as a 1099 independent contractor. Plaintiff's latest rate of pay was \$16/hour. It is Plaintiff's position that JAWZ has violated numerous Labor Code Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for JAWZ in the State of California at their various locations during the relevant PAGA period.

9. JAWZ 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.

1 Lab. Code Section 226.8(i)(4). If a person or employer has willfully misclassified an individual
2 as an independent contractor, the person or employer shall be subject to a civil penalty of not
3 less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
4 each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code
5 Section 226.8(b). If the person or employer has engaged in or is engaging in a pattern or practice
6 of willfully misclassifying individuals as independent contractors, the person or employer shall
7 be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than
8 twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or
9 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
11 Supreme Court developed the “ABC Test” to determine whether an independent contractor is an
12 employee. Under the ABC test, a worker will be deemed to have been “suffered or permitted to
13 work,” and thus, an employee for wage order purposes, unless the putative employer proves:

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

16 (B) that the worker performs work that is outside the usual course of the hiring entity’s
17 business; and

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

19 Note that each of these requirements need to be met in order for the presumption that a worker
20 is an employee to be rebutted, and for a court to recognize that a worker has been properly
21 classified as an independent contractor. Here, it is unequivocally clear that JAWZ would not be
22 able to get past the second part of the test since Plaintiff and others were unequivocally security
23 guards which is JAWZ’s core business.

24 10. JAWZ violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
25 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
26 statutory minimum wage for all hours worked and for “off the clock” work. Plaintiff and others
27 were not paid for all hours worked in violation of Labor Code Section 1194 and the applicable
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1 Industrial Welfare Commission Wage Order due to JAWZ's company policy of rounding of the
2 actual hours worked as a part of their business practice, which disproportionately affected the
3 employees and resulted in less working hours and less pay. Additionally, Plaintiff and others
4 were also forced to work through their statutory meal periods and were not compensated for
5 those work hours. Moreover, and as alluded to below, Plaintiff and others were not compensated
6 at all for their overtime hours as a matter of company policy, which meant that Plaintiff and
7 others were not paid for all hours worked.

8 11. Pursuant to California Industrial Welfare Commission Order No. 4-2001, Section 9(B),
9 "When tools or equipment are required by the employer or are necessary to the performance of
10 a job, such tools and equipment shall be provided and maintained by the employer, except that
11 an employee whose wages are at least two (2) times the minimum wage provided herein may be
12 required to provide and maintain hand tools and equipment customarily required by the trade or
13 craft." JAWZ unequivocally required its employees, including Plaintiff, to provide their own
14 equipment as a security guard, including a BB-gun and a bulletproof vest. The latter was
15 company policy. As such, JAWZ violated the aforementioned IWC Wage Order(s) in that JAWZ
16 required its employees, including Plaintiff and others, to provide and maintain hand tools and
17 equipment customarily required by the trade but did NOT compensate these employees at least
18 two (2) times the minimum wage.

19 12. As mentioned above, JAWZ also violated Labor Code §510 because it failed to pay
20 Plaintiff and other aggrieved employees overtime compensation, even though they worked more
21 than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment.
22 Plaintiff's and other aggrieved employees' actual work hours entitled them to overtime
23 compensation, however, JAWZ did not compensate its hourly, non-exempt employees with
24 overtime. JAWZ would essentially give Plaintiff and others security guards some cash here and
25 there for them to work overtime hours without actually getting fully compensated for the
26 overtime. During his tenure, Plaintiff worked 16 hours a day for 5 days straight and did not get

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1 properly compensated for his overtime hours, including the double time. There were also several
2 occasions during which Plaintiff did a full 48-hour shift (Saturday 6am to Monday 6am) and did
3 not properly get compensated for those hours worked.

4 13. JAWZ also violated Labor Code § 226.7 and the appropriate Industrial Welfare
5 Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly situated
6 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
7 portion thereof, throughout their employment. JAWZ did not completely relieve Plaintiff and
8 others of all duty during said rest periods. JAWZ did not pay to Plaintiff and others one
9 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
10 more statutory rest periods was not provided. It was not part of the company policy for employees
11 such as Plaintiff to take rest breaks or at least timely, uninterrupted rest breaks. Moreover, it
12 would not have been possible for employees such as Plaintiff to take such rest breaks due to there
13 being no one else to relieve Plaintiff of his work duties. In response to Plaintiff's inquiries about
14 taking rest breaks, his supervisor told him that his entire shift was a rest break. As such, the
15 culture at JAWZ did not lend itself to the employees receiving statutory rest breaks wherein they
16 were relieved of all work duties. The environment at JAWZ was not conducive to receiving
17 statutory rest breaks under California law and timely, statutory rest breaks were not authorized
18 or enforced.

19 14. JAWZ violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission
20 Wage Order no. 4 because it failed to provide hourly, non-exempt employees, including Plaintiff
21 and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
22 throughout their employment. JAWZ did not completely relieve Plaintiff and other employees
23 of all duty during said meal periods. JAWZ did not pay to Plaintiff and its hourly, non-exempt
24 employees one additional hour of pay at their regular rate of compensation for each workday that
25 one or more statutory meal periods was not provided. Like the rest breaks, receiving a thirty-
26 minute uninterrupted and timely meal break was not part of the company culture and was not
27 enforced at all by JAWZ. Consequently, it was the normal practice and custom of JAWZ not to
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1 authorize, permit, and enforce timely statutory meal periods. Plaintiff and other security guards
2 were expected to work straight through and not take any statutory meal and/or rest breaks.
3 Furthermore, any argument by JAWZ that the employees signed an “On Duty Meal Period
4 Agreement” would not hold water since the nature of their job did not prevent them from being
5 relieved of all work duties and the company could have hired “floaters” to relieve the different
6 security guards for their statutory meal and rest breaks.

7 15. Furthermore, during the relevant time period and based on the above, JAWZ failed to
8 pay Plaintiff and others all wages due to them within any time period specified by California
9 Labor Code section 204. JAWZ was also in violation of California Labor Code section 226(a),
10 by failing to include pertinent information on the wage statements, including but not limited to,
11 the full and correct name of the legal employer along with the employer’s correct legal address,
12 all hours worked (including “off the clock” hours and overtime), all applicable hourly rates in
13 effect, the correct identifying information for each employee, gross wages earned, net wages
14 earned, premium pay for the missed meal and rest breaks, the correct start and end of the pay
15 period, all deductions, and business expense reimbursement, among others. As such, JAWZ did
16 not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
17 itemized wage statements. In fact, overtime hours and overtime rates were not delineated or
18 itemized on the pay stubs and neither were actual statutory deductions for taxes. The paystubs
19 also didn’t include the hourly rate, like the one for the pay period of 11/16/20 to 11/30/20.

20 16. During the relevant time period, JAWZ also failed to keep accurate and complete payroll
21 records showing the actual hours worked per day and the wages paid to Plaintiff and others
22 pursuant to California Labor Code sections 1174(d). JAWZ also violated Labor Code § 203
23 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees
24 earned and due wages upon separation of employment, either immediately upon involuntary
25 termination, or within 72 hours of resignation. These earned but unpaid wages include
26 compensation for all hours worked, including minimum wages, overtime compensation,
27 premium pay for missed meal and rest breaks, and business expense reimbursement.
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1 17. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred
2 necessary, business-related expenses and costs that were not reimbursed by JAWZ. These costs
3 include, but are not limited to, the use of personal cell phones for work purposes as Plaintiff and
4 others had to use their cell phones for timekeeping purposes (required to download an application
5 called "When I Work") and would also consistently get work-related calls and texts on their
6 personal cell phones. Plaintiff and others were also not reimbursed for mileage as they utilized
7 their personal vehicles for work purposes. Furthermore, Plaintiff and others were required to
8 purchase a BB-gun and a bullet proof vest for work purposes but were not reimbursed for such
9 tools/equipment. Accordingly, JAWZ was in violation of California Labor Code sections 2800
10 and 2802.

11 18. Moreover, JAWZ failed to provide sick pay pursuant to Labor Code section 246 and also
12 failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved employees
13 in violation of Labor Code Section 3700.5.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

16 **(California Industrial Welfare Commission Order 4-2001, California Code of**
17 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

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

19 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

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

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

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

3 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
4 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
5 this Court.

6 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
7 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
8 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
9 reasonable attorney's fees and costs of suit.

10 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
12 amount known to Plaintiff once he has obtained all of his payroll records from
13 Defendants.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001)**

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

18 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

20 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
21 to suffer or permit a California employee to work without paying wages at the minimum wage
22 rate for all hours worked as required by the applicable Industrial Welfare Commission
23 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
24 8, Section 11040, subdivision 4.

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

3 29. Moreover, Pursuant to California Industrial Welfare Commission Order no. 4-2001,
4 Section 9(B), “When tools or equipment are required by the employer or are necessary to the
5 performance of a job, such tools and equipment shall be provided and maintained by the
6 employer, except that an employee whose wages are at least two (2) times the minimum wage
7 provided herein may be required to provide and maintain hand tools and equipment
8 customarily required by the trade or craft.”

9 30. During his employment, Plaintiff was regularly required as a matter of uniform
10 policy and practice to provide and maintain hand tools and equipment customarily required by
11 the trade or craft and was paid less than two times the minimum wage rate by Defendants for
12 hours worked in violation of California Labor Code Section 1197 and the applicable California
13 Industrial Wage Commission wage order(s).

14 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
15 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
16 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
17 to believe that their acts or omissions were not contrary to California law.

18 32. For all hours worked by Plaintiff for which he was paid less than both the minimum
19 wage and twice the minimum wage rate by Defendants, Plaintiff is entitled to the minimum
20 wage and not less than two times the applicable California minimum wage rate and, pursuant
21 to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid minimum
22 wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also entitled to
23 attorney’s fees, costs and interests according to proof.

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

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THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 4-2001, California Code of Regulations Title 8 Section 11040, California Labor Code sections 510, 1194)

(Plaintiff against all named defendants and all DOE defendants)

34. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

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

36. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040.

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

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

39. Plaintiff was entitled to the above overtime premiums.

40. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past eight (8) in a day.

41. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past forty (40) in a week.

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1 42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's
2 regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12)
3 in a day.

4 43. Plaintiff worked at least one pay period in which he was not properly paid the correct
5 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

6 44. Defendants know or should know the actual dates of overtime worked, the amount of
7 overtime worked, and the amount of unpaid overtime due.

8 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
9 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
10 Court.

11 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
12 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
13 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
14 reasonable attorney's fees and costs of suit.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(California Labor Code Section 226)**

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

19 47. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein.

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

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

50. 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.

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

52. 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.

FIFTH 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)

53. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.

54. 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.

55. 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.

56. 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,

1 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
2 including twice the minimum wage and the correct amount of overtime as well as premium pay
3 for missed meal and rest breaks, and business expense reimbursement.

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

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

11 **SIXTH CAUSE OF ACTION**

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

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

14 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

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

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

21 62. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
22 without abatement or reduction, any wages of an employee whose employment ends, the wages
23 of the employee shall continue as a penalty from the due date at the same rate until paid or until
24 an action is commenced; however, the wages shall not continue for more than 30 days for
25 failure to pay an employee owed wages.
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1 63. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
2 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

3 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
6 preceding the filing of this lawsuit.

7 65. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
8 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
9 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.
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11 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

14 **SEVENTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTION 558**

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

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

18 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.
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21 68. California Labor Code Section 558 states that any person acting on behalf of an
22 employer who violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
24 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an amount
26 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
27 hundred dollars (\$100) for each underpaid employee for each pay period for which the
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1 employee was underpaid in addition to an amount sufficient to recover underpaid wages.

2 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
3 filed.

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

- 6 a. California Labor Code Section 558. Defendants failed to pay Plaintiff twice the
7 minimum wage for all hours worked, the minimum wage for all hours worked,
8 failed to pay Plaintiff for all hours worked, and failed to pay Plaintiff the correct
9 amount of overtime. As such, Defendants violated Section 558 under which
10 penalties are due. Plaintiff therefore prays for penalties of \$50.00 for the first pay
11 period and \$100.00 for each subsequent violation for each pay period for which
12 Plaintiff was underpaid in addition to an amount sufficient to recover underpaid
13 wages.
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- 15 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
16 relief associated with Plaintiff's prosecution of this cause of action under California
17 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
18 paying Plaintiff twice the minimum wage for all hours worked, not paying Plaintiff
19 the correct amount of overtime compensation, and not paying Plaintiff for all hours
20 worked.
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- 22 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
23 fees for relief associated with Plaintiff's prosecution of this cause of action under
24 California Labor Code Sections 200, et seq.

25 70. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
26 the statutes, regulations, and wage orders alleged in this cause of action along with any
27 allowable interest, penalties, attorney's fees, and costs according to proof at trial.
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1 71. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
2 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

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

10 73. Labor Code section 1174(d) requires that employers, including Defendants, maintain
11 accurate records showing the hours worked daily by its employees and to whom wages were
12 paid.

13 74. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
14 employer, including Defendants, to keep accurate information with respect to each one of their
15 employees including, but not limited to, the total wages paid each payroll period, and time
16 records showing when the employee begins and ends each work period, meal periods, split
17 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
18 the applicable rates of pay.

19 75. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
20 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
21 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
22 records of Plaintiff's applicable rates of pay, and total wages earned for the payroll period.

23 76. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
24 continues to suffer substantial losses related to Defendants' failure to record and maintain
25 accurate time records.

26 77. Plaintiff seeks all available remedies for Defendants' violations including, but not
27 limited penalties, and costs to the extent permitted by law and according to proof at trial.
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1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

4 80. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
5 break after every four (4) hours of work or major fraction thereof, as required by California
6 law.

7 81. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
11

12 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
13 fees as well as interest under Labor Code section 218.6.

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

17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

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

20 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.
22

23 85. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 24 a. California Labor Code section 512(a), which requires that employees be given a 30-
25 minute uninterrupted meal break after five (5) hours of work, and a second
26 uninterrupted meal break after ten (10) hours of work;
27
28 b. California Labor Code section 226.7, which states that (a) no employer shall require

1 any employee to work during any meal period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if any employer fails to provide an
3 employee a meal period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at the employee's regular rate of compensation for each workday that the
6 meal period is not provided;

7
8 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11040, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the meal period is not provided;

14
15 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
16 codified under Title 8 of the California Code of Regulations Section 11040, which
17 requires an employer to maintain records documenting its employees' meal periods;

18
19 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
20 codified under California Code of Regulations Section 11040 , which penalizes the
21 employer \$50.00 for each initial violation, per employee, of any provision of the
22 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

23
24 f. California Labor Code section 1171 and 1173, which have given the California
25 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
26 as enforceable law.

27
28 86. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks

1 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
2 take a second relieved meal break after ten (10) hours of work, as required by California law.
3 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
4 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
5 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
6 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
7 duty. California Labor Code section 226.7 provides that employers may not require their
8 employees to work through their meal periods. California Labor Code section 226.7 and
9 California Code of Regulations section 11040 requires that if the employer fails to provide the
10 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
11 of pay for each work day that the meal period is not given.
12

13 87. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
17

18 88. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.
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21 89. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.
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ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

25 **Individual and Representative Claim for PAGA penalties under California Labor Code**
26 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 232, 246, 510, 512,**
27 **558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)**

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

90. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

2 91. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
3 Defendants of the specific violations of the California Labor Code that Defendants
4 and DOE defendants have violated and continue to violate.

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

7 93. Plaintiff therefore has exhausted all administrative remedies required of him under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
9 cause of action and pursue penalties in a representative action for Defendants' violations of the
10 Labor Code.

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

17 95. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
18 violator and had one or more of the alleged violations committed against him, and therefore is
19 properly suited to represent the interests of other current and former hourly, non-exempt
20 employees who worked for JAWZ in the State of California during the PAGA period.

21 96. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
22 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
23 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

24 97. Plaintiff therefore has exhausted all administrative remedies required of him under
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
26 cause of action and pursue penalties in a representative action for Defendants' violations of the
27 Labor Code.
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1 98. California Labor Code section 2699 et seq. imposes penalties upon culpable
2 Defendants for violating the Labor Code.

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

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

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

17 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
18 226.3, 226.7, 226.8, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5
19 via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated
20 on the facts alleged in this Complaint.

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

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1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

4 103. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 102, inclusive, of this Complaint as thought fully set forth herein.

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

9 105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
10 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
11 of completing her job duties, which were not reimbursed by Defendant. These expenses
12 include, but are not limited to, the use of personal cell phones for work purposes as Plaintiff and
13 others had to use their cell phones for timekeeping purposes (required to download an application
14 called “When I Work”) and would also consistently get work-related calls and texts on their
15 personal cell phones. Plaintiff and others were also not reimbursed for mileage as they utilized
16 their personal vehicles for work purposes. Furthermore, Plaintiff and others were required to
17 purchase a BB-gun and a bullet proof vest for work purposes but were not reimbursed for such
18 tools/equipment.

19 106. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
20 and attorney’s fees and costs, under Labor Code section 2802.

21 **THIRTEENTH CAUSE OF ACTION**

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

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

24 **(Plaintiff against All Named Defendants and all DOE defendants)**

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

27 108. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
28

1 constitute unfair and unlawful business practices under California Business and Professions
2 Code Section 17200, et seq.

3 109. Defendants' violations of California labor laws constitutes a business practice because
4 it was done repeatedly over a significant period of time in a systematic manner that was
5 detrimental to Plaintiff and other aggrieved employees.

6 110. For the four years preceding the filing of this action, Plaintiff has suffered damages
7 and requests damages and/or restitution of all monies and profits to be disgorged from
8 Defendants in an amount according to proof at time of trial, but in excess of the
9 jurisdiction of this Court.

10 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
11 follows:

- 12 1. For damages to Plaintiff in an amount subject to proof at trial;
- 13 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
14 at trial;
- 15 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
16 subject to proof at trial;
- 17 4. For restitution and disgorgement for all unfair business practices by Defendants against
18 Plaintiff in an amount subject to proof at trial;
- 19 5. For an order enjoining Defendants from further unfair and unlawful business
20 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 21 6. For special and consequential damages to the extent allowed by law;
- 22 7. For maximum civil penalties available under the Labor Code and applicable Wage
23 Order against Defendants as described more particularly in the Complaint and
24 representative PAGA claims;
- 25 8. For all remedies available to Plaintiff under the applicable Wage Order and the
26 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
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liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;

9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

11. For the imposition of civil penalties and/or statutory penalties;

12. For all interest as allowed by law;

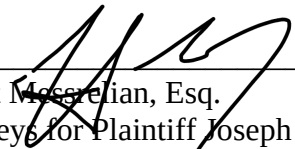
13. For all costs and disbursements incurred in this suit;

14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and

15. For such other and further relief as this Court may deem proper.

DATED: March 8, 2021

MESSRELIAN LAW INC.

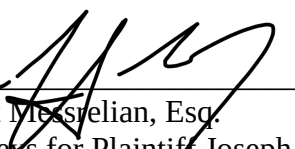
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Joseph Charles

DEMAND FOR JURY TRIAL

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

DATED: March 8, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Joseph Charles