

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Fruin

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Attorney for Plaintiff,

MOHAMED MAREY

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR

THE COUNTY OF LOS ANGELES – CENTRAL – STANLEY MOSK COURTHOUSE

MOHAMED MAREY, an individual, on behalf
of himself, other current and former aggrieved
employees, and the State of California, as a
private attorneys general,

Plaintiff,

vs.

L.A. SUNSET 7600, INC., a California
corporation; AMIN BADRUDIN, an individual;
and DOES 1 through 25, Inclusive,

Defendant.

Case No. 21STCV18019

COMPLAINT FOR DAMAGES FOR:

1. Violations of *Cal. Labor Code* § 1194 & LAMC § 187.02(B)
2. Violations of *Cal. Labor Code* § 1194.2
3. Violations of *Cal. Labor Code* § 510
4. Violations of *Cal. Labor Code* § 512
5. Violations of *Cal. Labor Code* § 226.7
6. Violations of *Cal. Labor Code* § 2802
7. Violations of *Cal. Labor Code* § 226
8. Violations of *Cal. Labor Code* §§ 204 & 210
9. Violations of *Cal. Labor Code* § 203
10. Violations of *Cal. Labor Code* § 226(c)
11. Violations of *Cal. Labor Code* § 1198.5
12. Violations of *Cal. Bus. & Prof. Code* § 17200
13. Violations of *Cal. Labor Code* § 2698, *et. seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff MOHAMED MAREY, on behalf of (1) himself as an aggrieved employee, (2)
2 other current and former aggrieved employees, and (3) the State of California as a private attorneys
3 general, under the Labor Code Private Attorneys General Act of 2004, Section 2698, *et seq.* hereby
4 alleges and states as follows:
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7 **PARTIES**

- 8 1. At all times relevant herein, Defendant L.A. SUNSET 7600, INC. was and is a Corporation
9 incorporated in and doing business in the State of California, County of Los Angeles.
- 10 2. At all times relevant herein, Defendant AMIN BADRUDIN (hereinafter referred to as
11 “Defendant Badrudin”) was the CEO, Director, and agent for service of process for Defendant,
12 as well as Plaintiff’s direct manager, acting within a supervisory and/or managerial role, in
13 State of California, County of Los Angeles.
- 14 3. Plaintiff is informed and believes, and therefore alleges, that Defendant Badrudin was and is a
15 “managing and/or supervisory agent” of Defendant, as the term was defined by the California
16 Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and Section 3294 of the Code
17 Civil Procedure.
- 18 4. Defendant L.A. SUNSET 7600, INC., Defendant Badrudin, and DOES 1 through 25 are
19 hereinafter collectively referred to as “Defendants.”
- 20 5. At all times relevant herein, Plaintiff MOHAMED MAREY (hereinafter individually referred
21 to as “Plaintiff”) was employed by and worked for Defendants, and each of them, in the State
22 of California, County of Los Angeles.
- 23 6. All current and former non-exempt California employees of Defendants are hereinafter
24 collectively referred to as “Aggrieved Employees.”
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- 1 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
2 Defendant named herein as Does 1 through 25, Inclusive, and each of them, are unknown to
3 Plaintiff, who therefore bring this action against said Defendant by their fictitious names
4 pursuant to *Cal. Code Civ. Pro.* § 474.
- 5 8. Plaintiff therefore seeks leave to amend this Complaint to include the true names and capacities
6 of said DOE Defendant(s) in the event that identification of such DOE parties is ascertained.
- 7 9. Plaintiff is informed and believes and based thereupon alleges that at all relevant times herein-
8 mentioned each of the Defendants and Does 1 through 25, inclusive, were the agents, servants
9 and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor,
10 fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal
11 representative, general administrator, member, co-conspirator, and/or joint venturer or
12 occupied other relationships with each of the other named Defendant and at all times herein
13 mentioned acted within the course and scope of said agency and/or employment and/or other
14 relationship and each other Defendant have ratified, consented to, had actual and/or
15 constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of
16 their agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or
17 representatives, and that each actively, passively, acquiesced, participated in, allowed, aided
18 and abetted, assisted, acted, or failed to act, with one another in the commission of the
19 wrongdoing alleged in this Complaint.

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24 **JURISDICTION AND VENUE**

- 25 10. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully
26 stated herein.

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1 11. The above-captioned Court has jurisdiction over the subject matter of this action and has
2 personal jurisdiction over Defendants, which: (1) conducts business in the State of California;
3 (2) hires and maintains employees in the State of California; and (3) avails itself/themselves of
4 the protection of the laws of the State of California.

5
6 12. Venue in the above-captioned Court is proper because Defendants committed the acts
7 complained of herein in Los Angeles County and Defendants' place of business is located in
8 the County of Los Angeles.

9
10 **FACTUAL ALLEGATIONS**

11 13. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully
12 stated herein.

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14 14. Defendants is an owner and operator of several 7-Eleven convenience stores, with store
15 locations throughout California, employing 26 or more employees

16 15. Plaintiff was hired by Defendants on or around May 1, 2019 as a non-exempt cashier and
17 stocking clerk.

18 16. During all times relevant, the Aggrieved Employees were/are current and former non-exempt
19 California employees of Defendants.

20
21 17. During all times relevant, Plaintiff and all Aggrieved Employees of Defendants were paid
22 weekly.

23 18. During Plaintiff's employment at Defendants, Plaintiff's hourly wage was \$13.50.

24 19. During all times relevant, Plaintiff is informed and believes that all Aggrieved Employees'
25 hourly wage was \$13.50.

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1 20. Accordingly, Defendant failed to pay all employees working in unincorporated Los Angeles
2 County, Los Angeles County's \$14.25 minimum wage. Moreover, Defendant paid Plaintiff and
3 all Aggrieved Employees \$13.50, or their base hourly wage, for all time worked regardless of
4 how many hours Plaintiff and/or all Aggrieved Employees worked in a shift, regardless of how
5 many hours Plaintiff or all Aggrieved Employees worked in a workweek, and regardless of how
6 many days Plaintiff or all Aggrieved Employees worked in a workweek.
7

8 21. During Plaintiff's employment at Defendants, Plaintiff worked seven (7) days/shifts per week,
9 Friday through Thursday.

10 22. For every shift during Plaintiff's employment at Defendants from the time period of May 1,
11 2019 to September 1, 2019, Defendant required Plaintiff to start his night shift at 8:00 p.m. and
12 end at 6:00 a.m.
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14 23. For every shift during Plaintiff's employment at Defendants from the time period of September
15 2, 2019 to June 5, 2020, Defendant required Plaintiff to start his night shift at 9:00 p.m. and
16 end at 7:00 a.m.

17 24. Despite Plaintiff working more than eight (8) hours every day, more than forty (40) every
18 week, and more than 8 hours on seventh consecutive workdays, Defendants failed to pay
19 Plaintiff at least one and one-half times his regular rate of pay for the hours he worked in
20 excess of eight (8) in any one day, forty (40) in any one week, or double for hours worked in
21 excess of twelve (12) in one day, or after eight (8) hours a on seventh day.
22

23 25. Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees also
24 worked more than eight (8) hours per day, and/or forty (40) hours per week, as well as, over
25 twelve (12) hours in a single day, and over eight (8) hours on a seventh consecutive workday
26 without being paid their lawful overtime rates.
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1 26. To date, Defendants have not paid Plaintiff or the Aggrieved Employees the minimum wages,
2 the minimum wage liquidated damages, or the overtime wages they earned, and that are owed
3 to them.

4 27. At all times relevant, Defendants failed to include Plaintiff's and all Aggrieved Employees'
5 accurate number of overtime hours worked or the overtime wage rate in effect in any itemized
6 wage statement furnished to Plaintiff and all Aggrieved Employees.

7 28. Defendants instead paid Plaintiff and all Aggrieved Employees a certain portion of their wages
8 via a company issued check, and paid some of the remaining earned wages (*i.e.*, the wages
9 earned for time worked over 8 hours in one day, 12 hours in one day, 40 hours in one week, and
10 over 8 hours on the seventh workday) with money orders.

11 29. Defendants engaged in this charade for the purpose of concealing they were paying their
12 employees their regular hourly wage for all time worked instead of their lawful overtime rate, as
13 well as, to conceal the fact that Defendants failed to pay them for all time worked.

14 30. At all times relevant herein, Defendants failed to include the hours and wages paid via money
15 orders in any itemized statement issued to Plaintiff and all Aggrieved Employees.

16 31. Additionally, Defendants failed make timely uninterrupted meal periods of not less than thirty
17 (30) minutes available to Plaintiff and all Aggrieved Employees. Similarly, Defendant failed to
18 make available uninterrupted rest periods of not less than ten (10) minutes for every four (4)
19 hours, or substantial portion thereof, Plaintiff and all Aggrieved Employees worked.

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1 32. Defendant failed to make these lawfully mandated meal and/or rest periods available to Plaintiff
2 and all Aggrieved Employees because Defendants' policies and procedures regarding
3 scheduling made it impossible for Plaintiff and all Aggrieved Employees to take a meal and/or
4 rest period. In short, there was no coverage for Plaintiff and all Aggrieved Employees to take
5 meal and/or rest periods. And when Plaintiff and all Aggrieved Employees was/were not
6 provided his/their meal and/or rest periods, Defendant failed to pay him/them an additional hour
7 at his/their regular rate of pay.
8

9 33. As a result of Defendants' herein-described unlawful company-wide policies, Defendants
10 failed/fails to issue Plaintiff and all Aggrieved Employees accurate itemized wage statements
11 showing all time he/they worked, the rates at which he/they worked those hours, as well as,
12 his/their accurate gross and net wages.
13

14 34. Also resulting from Defendants' herein-described unlawful company-wide policies, is the fact
15 that (1) Defendant never keeps payroll records showing all the actual hours worked daily by
16 Plaintiff and all Aggrieved Employees, (2) Plaintiff and all Aggrieved Employees are not paid
17 all wages he/they earn twice during a calendar month, and (3) Defendant willfully fails to pay
18 all Aggrieved Employees that resign or are terminated all wages that are earned and owing at
19 the end of their employment.
20

21 35. Furthermore, Defendants' itemized wage statements furnished to Plaintiff and all Aggrieved
22 Employees fail to list the corporate Defendant's corporate address and list a company code
23 name that is not the name of the corporate Defendant. Thus, Defendant failed/fails to furnish
24 Plaintiff and all Aggrieved Employees accurate itemized wage statements showing the name
25 and address of the legal entity that is the employer.
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1 36. At all times relevant, Plaintiff is aware that he and Aggrieved Employees incurred expenses
2 discharging his/their duties for, or at the direction of, Defendants, including but not limited to,
3 the use of his/their cellular phone service in order to carry out Defendants' business.
4 Defendants failed to reimburse Plaintiff or the Aggrieved Employees for these expenses.

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6 37. Plaintiff's last day of physical work with Defendants was June 5, 2020. At the time of his
7 discharge, Plaintiff was not immediately paid all herein-described wages owed to him by
8 Defendants. Specifically, Defendants owed Plaintiff minimum and overtime wages, but to date
9 have failed to pay him those wages.

10 38. On or around September 21, 2020, Plaintiff sent Defendants a written request for Defendants to
11 produce, or give Plaintiff access to, Plaintiff's personnel file and wage and hour records,
12 including the itemized wage statements they furnished to him.

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14 39. As of the date of this complaint, Defendants have failed to provide Plaintiff with, or access to,
15 Plaintiff's personnel file and wage and hour records, including the itemized wage statements.

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1 40. Plaintiff is informed and believes and thereon alleges the foregoing described *California Labor*
2 *Code* violations, including but not limited to, Defendant L.A. SUNSET 7600, INC.'s failure to
3 pay minimum wage, failure to pay overtime wages for all overtime hours worked, missed rest
4 breaks, and missed meal breaks, failure to pay an additional hour at Plaintiff's/Aggrieved
5 Employees' regular rates of pay for missed meal/rest breaks, failure to provide accurate
6 itemized wage statements, failure to reimburse employee expenses, failure to keep payroll
7 records showing all the actual hours worked, failure to pay all wages Plaintiff/Aggrieved
8 Employees earn twice during a calendar month, and willful failure to pay all Aggrieved
9 Employees that resign or are terminated all wages earned and owing at the end of their
10 employment were caused to be violated by Defendant Badrudin, who was overseeing and in
11 charge of Plaintiff and all Aggrieved Employees' hours worked, scheduling, and wages paid
12 and also initiated and administered all Defendant L.A. SUNSET 7600, INC.'s unlawful wage
13 and hour policies while acting as CEO, owner, director, officer and/or managing agent of
14 Defendants.
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17 41. Moreover, Plaintiff is informed and believes and thereon alleges that any and all other current
18 and former non-exempt California employees of Defendants, including non-exempt employees
19 other than those in Plaintiff's specific department, or specific location, *i.e.*, Aggrieved
20 Employees, were also subjected to all of Defendants' *California Labor Code* violations set forth
21 herein. During all times relevant, Plaintiff and all Aggrieved Employees were paid weekly,
22 thus, had weekly pay periods, and the herein-described violations took place during each and
23 every pay period worked by Plaintiff and all Aggrieved Employees during all times relevant.
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1 42. Plaintiff is informed and believes and there on alleges that Defendants and each them, during at
2 least one pay period (1) knew overtime wages and minimum wages were due Plaintiff and the
3 Aggrieved Employees, but failed to pay them those wages; (2) denied Plaintiff and the
4 Aggrieved Employees their statutorily required rest periods, and failed to pay them the one hour
5 of wage at their regular rate of compensation for each rest period it denied them; (3) denied
6 Plaintiff and the Aggrieved Employees their statutorily required meal periods, and failed to pay
7 them the one hour of wage at their regular rate of compensation for each meal period it denied
8 them; (4) failed to pay Plaintiff and the Aggrieved Employees all wages earned twice during
9 each calendar month because Defendants failed to pay them minimum and overtime wages; (5)
10 failed to reimburse / indemnify Plaintiff and Aggrieved Employees for costs incurred
11 discharging their duties for Defendants; (6) failed to furnish Plaintiff and the Aggrieved
12 Employees with accurate itemized wage statements; (7) failed to pay Plaintiff and the
13 Aggrieved Employees all wages owing at the time their employment ended; (8) failed to
14 provide Plaintiff with, or access to, Plaintiff's personnel file and itemized wage/payroll
15 statements; (9) engaged in unfair and unlawful business practices, thus, gaining wrongful
16 profits; and (10) owe civil penalties pursuant to the *California Labor Code*, including but not
17 limited to, *Cal. Labor Code* section 2699, *et seq.* for all violations set forth herein.
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22 **EXHAUSTION OF PROCEDURAL REQUIREMENTS**

23 43. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully
24 stated herein.

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- 1 44. On or around December 4, 2020, Plaintiff sent written notice by certified mail to Defendants
2 notifying it/them of the specific violations set forth herein and the facts and theories supporting
3 those violations. A true and correct copy of the December 4, 2020 PAGA notice is attached
4 hereto as Exhibit 1 and incorporated herein.
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6 45. On or around December 4, 2020, Plaintiff uploaded the same written notice electronically to
7 the Labor and Workforce Development Agency (“LWDA”).
8
9 46. The LWDA provided no notice of investigation to Plaintiff within the statutorily required
10 period of time following December 4, 2020. As of the date of this complaint, the LWDA has
11 provided no notice of investigation to Plaintiff.
12
13 47. Thus, Plaintiff can commence this civil action pursuant to *California Labor Code* section 2699.

14 **TOLLING OF STATUTES OF LIMITATIONS**

- 15 48. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully
16 stated herein.
17
18 49. Any application statute of limitation for *California Labor Code* and *California Business and*
19 *Professions Code*, are equitably tolled by virtue of Plaintiff’s PAGA Notice.
20
21 50. The doctrine of equitable tolling is well-recognized in California. In *Elkins v. Derby*, the
22 Supreme Court of California stated, “Defendants’ interest in being properly apprised of claims
23 against them in order that they may gather and preserve evidence is fully satisfied when
24 prospective tort intervenors file compensation claims Thus, as the defendants were already
25 in litigation regarding the same sets of facts and circumstances, and no prejudice can be shown
26 towards the defendants, the doctrine of equitable tolling should be recognized....” *Elkins v.*
27 *Derby*, (1974) 12 Cal.3d 410, 417.

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- 1 51. On or around December 4, 2020, Plaintiff sent written notice by certified mail to Defendants
2 notifying it of the specific violations set forth herein and the facts and theories supporting those
3 violations. Plaintiff filed the same with the LWDA. *See* Exhibit 1.
- 4 52. The serving and filing of Plaintiff's written notice to Defendant to gather any and all relevant
5 information relating to Defendants' alleged liability for violations of the *California Labor*
6 *Code* pertaining to his wages and hours and conditions of his employment. *See McDonald v.*
7 *Antelope Valley Community College District*, (2008) 45 Cal. 4th 88, 102; *Hopkins v. Kedzierski*,
8 (2014) 255 Cal.App4th 736,750-751; *Structural Steel Fabricators, Inc. v. City of Orange*,
9 (1995) 40 Cal. App.4th 459.
- 10 53. Defendants are not prejudiced from the filing of this complaint because it/they had sufficient
11 time to investigate the facts giving rise to this Complaint based upon Plaintiff's filing and
12 serving of the written PAGA notice.
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16 **FIRST CAUSE OF ACTION**

17 **Failure to Pay Minimum Wage in Violation of *Cal. Labor Code* § 1194 and Los Angeles**
18 **Municipal Code § 187.02**
19 **(Against All Defendants)**

- 20 54. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.
- 21 55. At all times relevant herein, *California Labor Code* sections 1194 and 1182.12, as well as, all
22 IWC Wage Orders, are and were in full force and effect and were binding on Defendant.
- 23 56. "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
24 the legal minimum wage or the legal overtime compensation applicable to the employee is
25 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
26 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
27 suit." *Cal. Labor Code* § 1194(a).
28

1 57. “For any employer who employs 25 or fewer employees, the minimum wage shall be as
2 follows: (A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty
3 cents (\$10.50) per hour. (B) From January 1, 2019, to December 31, 2019, inclusive,—eleven
4 dollars (\$11) per hour. (C) From January 1, 2020, to December 31, 2020, inclusive,—twelve
5 dollars (\$12) per hour.” Cal. Labor Code § 1182.12.
6

7 58. “For any employer who employs 26 or more employees, the minimum wage shall be as follows:
8 (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents
9 (\$10.50) per hour. (B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars
10 (\$11) per hour. (C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars
11 (\$12) per hour. (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars
12 (\$13) per hour.” Cal. Labor Code § 1182.12.
13

14 59. “Employers with 26 or more Employees shall provide Sick Time Benefits pursuant to Section
15 187.04 and pay a wage of no less than the hourly rates set forth: 1. On July 1, 2016, the hourly
16 wage shall be \$10.50. 2. On July 1, 2017, the hourly wage shall be \$12.00. 3. On July 1, 2018,
17 the hourly wage shall be \$13.25. 4. On July 1, 2019, the hourly wage shall be \$14.25. 5. On July
18 1, 2020, the hourly wage shall be \$15.00.” Los Angeles Municipal Code (“LAMC”) Section
19 187.02(B).
20

21 60. As set forth herein, Plaintiff was victim of Defendants’ minimum wage violations in at least
22 one pay period during Plaintiff’s employment with Defendants.

23 61. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees were
24 also victim of Defendants’ violations of *California Labor Code* section 1194.
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1 62. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Lab. Code* § 558.1(a).

6
7 63. Plaintiff is informed and believes and thereon alleges that *California Labor Code* sections
8 1194, 1182.12, LAMC section 187.02(B). and IWC Wage Orders, were caused to be violated
9 by Defendant Badrudin, whom was acting as owner, director, officer and/or managing agent of
10 Defendant Paradise.

11 64. Accordingly, Defendant L.A. SUNSET 7600, INC., as well as, Defendant Badrudin can be
12 held liable for the damages stemming from the violations of *California Labor Code* section
13 1194, IWC Wage Orders and LAMC section 187.02.

14
15 65. As a proximate result of Defendants’ failure to pay Plaintiff the minimum wage, pursuant to
16 the provisions of *California Labor Code* § 1194(a), IWC Wage Orders and LAMC section
17 187.02, Plaintiff has suffered and will continue to suffer economic damages in an amount to be
18 proven at trial.

19 66. As a proximate result of Defendants’ failure to pay Plaintiff minimum wage, Plaintiff has been
20 forced to hire attorneys to prosecute Plaintiff’s claims herein, and has incurred and will
21 continue to incur attorney’s fees and costs in connection therewith.

22
23 67. Plaintiff prays that the Court award Plaintiff the unpaid balance of the full amount of Plaintiff’s
24 unpaid minimum wage compensation, including interest thereon, reasonable attorney’s fees,
25 and costs of suit.

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68. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.
69. At all times relevant herein, *California Labor Code* section 1194.2 is and was in full force and effect and were binding on Defendants.
70. Under *California Labor Code* Section 1194.2(a): “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”
71. As set forth herein, Plaintiff was victim of Defendants’ violations of *California Labor Code* section 1194.
72. Plaintiff was victim of Defendants’ said violations in at least one pay period during Plaintiff’s employment with Defendants.
73. As a proximate result of Defendants’ failure to pay Plaintiff the minimum wage, pursuant to the provisions of *California Labor Code* § 1194(a) and LAMC section 187.02, Plaintiff is entitled to recover liquidated damages from Defendants in an amount equal to the wages unlawfully unpaid and interest thereon.
74. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal. Lab. Code* § 558.1(a).

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1 75. Plaintiff prays that the Court award Plaintiff all liquidated damages from Defendants in an
2 amount equal to the minimum wages unlawfully unpaid and interest thereon.
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5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages in Violation of *Cal. Labor Code* § 510**

7 **(Against All Defendants)**

8 76. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

9 77. At all times relevant herein, *California Labor Code* section 510, as well as, IWC Wage Orders,
10 are and were in full force and effect and were binding on Defendants.

11 78. Under *California Labor Code* § 510(a), “Eight hours of labor constitutes a day’s work. Any
12 work in excess of eight hours in one workday and any work in excess of 40 hours in any one
13 workweek and the first eight hours worked on the seventh day of work in any one workweek
14 shall be compensated at the rate of no less than one and one-half times the regular rate of pay
15 for an employee.”

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1 79. Section 3 of the IWC Wage Order No. 5-2001 states in part: “. . . employees shall not be
2 employed more than eight (8) hours in any workday or more than 40 hours in any workweek
3 unless the employee receives one and one-half (1 1/2) times such employee's regular rate of
4 pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a
5 day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in
6 any workweek is permissible provided the employee is compensated for such overtime at not
7 less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
8 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and
9 for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a
10 workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of
11 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
12 (7th) consecutive day of work in a workweek. (c) The overtime rate of compensation required
13 to be paid to a nonexempt full-time salaried employee shall be computed by using the
14 employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.”
15

16
17 80. As set forth herein, Plaintiff was victim of Defendants' violations of *California Labor Code*
18 section 510.

19 81. Plaintiff was victim of Defendants' said violations in at least one pay period during Plaintiff's
20 employment with Defendants.
21

22 82. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees were
23 also victim of Defendants' violations of *California Labor Code* section 510.

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1 83. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Lab. Code* § 558.1(a).
6

7 84. Plaintiff is informed and believes and thereon alleges that *California Labor Code* section 510
8 and Section 3 of the IWC Wage Orders, were caused to be violated by Defendant Badrudin,
9 who was acting as owner, director, officer and/or managing agents of Defendant L.A. SUNSET
10 7600, INC.
11

12 85. Accordingly, Defendant L.A. SUNSET 7600, INC., as well as, Defendant Badrudin can be
13 held liable for the damages stemming from the violations of *California Labor Code* section
14 510 and Section 3 of the IWC Wage Orders.

15 86. As a proximate result of Defendants’ failure to pay Plaintiff his proper overtime wages,
16 pursuant to the provisions of *California Labor Code* § 510, Plaintiff is entitled to recover from
17 Defendant an amount equal to the wages unlawfully unpaid and interest thereon.

18 87. “[A]ny employee receiving less than the legal minimum wage or the legal overtime
19 compensation applicable to the employee is entitled to recover in a civil action the unpaid
20 balance of the full amount of this minimum wage or overtime compensation, including interest
21 thereon, reasonable attorney’s fees, and costs of suit.” *California Labor Code* § 1194.
22

23 88. As a proximate result of Defendants’ failure to pay Plaintiff’s overtime wages, Plaintiff has
24 been forced to hire attorneys to prosecute his claims herein, and have incurred and will
25 continue to incur attorney’s fees and costs in connection therewith.
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1 89. Plaintiff prays that the Court award Plaintiff the unpaid balance of the full amount of Plaintiff's
2 overtime wage compensation, including interest thereon, reasonable attorney's fees, and costs
3 of suit.
4

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Make Meal Periods Available in Violation of *Cal. Labor Code* § 512**

7 **(Against All Defendants)**

8 90. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

9 91. At all times relevant herein, *California Labor Code* sections 512, as well as, all IWC Wage
10 Orders, are and were in full force and effect and were binding on Defendants.

11 92. Under *California Labor Code* Section 512(a): "An employer may not employ an employee for
12 a work period of more than five hours per day without providing the employee with a meal
13 period of not less than 30 minutes, except that if the total work period per day of the employee
14 is no more than six hours, the meal period may be waived by mutual consent of both the
15 employer and employee.
16

17 93. Also under *California Labor Code* Section 512(a): "An employer may not employ an
18 employee for a work period of more than 10 hours per day without providing the employee
19 with a second meal period of not less than 30 minutes, except that if the total hours worked is
20 no more than 12 hours, the second meal period may be waived by mutual consent of the
21 employer and the employee only if the first meal period was not waived."
22

23 94. Section 11 of the IWC Wage Order No. 5-2001 states in part: "No employer shall employ any
24 person for a work period of more than five (5) hours without a meal period of not less than 30
25 minutes, except that when a work period of not more than six (6) hours will complete the day's
26 work the meal period may be waived by mutual consent of the employer and employee."
27

28 ///

1 95. Additionally, Section 11 of the IWC Wage Order No. 5-2001 states in part: “If an employer
2 fails to provide an employee a meal period in accordance with the applicable provisions of this
3 Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate
4 of compensation for each work day that the meal period is not provided.”

5
6 96. As set forth herein, Plaintiff was victim of Defendants’ violations of *California Labor Code*
7 section 512.

8 97. Plaintiff was victim of Defendants’ said violations in at least one pay period during Plaintiff’s
9 employment with Defendants.

10 98. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees were
11 also victim of Defendants’ violations of *California Labor Code* section 512.

12
13 99. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
14 violated, any provision regulating minimum wages or hours and days of work in any order of
15 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
16 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
17 *Lab. Code* § 558.1(a).

18 100. Plaintiff is informed and believes and thereon alleges that *California Labor Code* sections 512
19 and 226.7 and Section 11 of the IWC Wage Orders, were caused to be violated by Defendant
20 Badrudin, who was acting as owner, director, officer and/or managing agents of Defendant
21 L.A. SUNSET 7600, INC.

22
23 101. Accordingly, Defendant L.A. SUNSET 7600, INC., as well as Defendant Badrudin, can be
24 held liable for the damages stemming from the violations of *California Labor Code* section
25 512.

26 102. Plaintiff prays that the Court award Plaintiff the unpaid balance of the full amount of Plaintiff’s
27 meal period wages, including interest thereon.
28

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Make Rest Periods Available in Violation of *Cal. Labor Code* § 226.7**
3 **(Against All Defendants)**

4 103. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

5 104. At all times relevant herein, *California Labor Code* sections 226.7, as well as, all IWC Wage
6 Orders, are and were in full force and effect and were binding on Defendants.

7 105. Employees are entitled to a net rest period of at least ten (10) minutes per each consecutive
8 four (4) hour work period or major fraction thereof, after the first three and one-half (3½) hours
9 worked in a workday. *Cal. Lab. Code* § 226.7.

10 106. *California Labor Code* § 226.7 requires an employer to pay an additional hour of
11 compensation for each workday where an employee fails to receive a rest period for each
12 consecutive four (4) hour shift worked.

13 107. As set forth herein, Plaintiff was victim of Defendants' violations of *California Labor Code*
14 section 226.7.

15 108. Plaintiff was victim of Defendants' said violations in at least one pay period during Plaintiff's
16 employment with Defendants.

17 109. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees were
18 also victim of Defendants' violations of *California Labor Code* section 226.7.

19 110. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
20 violated, any provision regulating minimum wages or hours and days of work in any order of
21 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
22 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
23 *Lab. Code* § 558.1(a).

24 ///

25 ///

1 111. Plaintiff is informed and believes and thereon alleges that *California Labor Code* section 226.7
2 and Section 12 of the IWC Wage Orders, were caused to be violated by Defendant Badrudin,
3 who was acting as owner, director, officer and/or managing agents of Defendant L.A. SUNSET
4 7600, INC.

5
6 112. Accordingly, Defendant L.A. SUNSET 7600, INC., as well as Defendant Badrudin, can be
7 held liable for the damages stemming from the violations of *California Labor Code* section
8 226.7 and Section 12 of the IWC Wage Orders.

9 113. Plaintiff prays that the Court award Plaintiff the unpaid balance of the full amount of Plaintiff's
10 rest period wages, including interest thereon.

11
12 **SIXTH CAUSE OF ACTION**

13 **Failure to Indemnify Plaintiff for Expenses in Violation of *Cal. Labor Code* § 2802**
14 **(Against All Defendants)**

15 114. Plaintiff re-alleges and incorporates by reference each of the above paragraphs as alleged
16 herein.

17 115. At all times mentioned herein *California Labor Code* section 2802 was in full force and effect
18 and was binding on Defendants.

19
20 116. *California Labor Code* section 2802(a) states: "An employer shall indemnify his or her
21 employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
23 the employer, even though unlawful, unless the employee, at the time of obeying the
24 directions, believed them to be unlawful."

25 ///

26 ///

27 ///

1 117. “All awards made by a court or by the Division of Labor Standards Enforcement for
2 reimbursement of necessary expenditures under this section shall carry interest at the same rate
3 as judgments in civil actions. Interest shall accrue from the date on which the employee
4 incurred the necessary expenditure or loss.” *Id.* at 2802(b).

5
6 118. “For purposes of this section, the term “necessary expenditures or losses” shall include all
7 reasonable costs, including, but not limited to, attorney’s fees incurred by the employee
8 enforcing the rights granted by this section.” *Id.* at 2802(c).

9 119. As set forth herein, Plaintiff was victim of Defendants’ violations of *California Labor Code*
10 section 2802.

11 120. Plaintiff was victim of Defendants’ said violations in at least one pay period during Plaintiff’s
12 employment with Defendants.

13 121. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees were
14 also victim of Defendants’ violations of *California Labor Code* section 2802.

15
16 122. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
17 violated, any provision regulating minimum wages or hours and days of work in any order of
18 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
19 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
20 *Lab. Code* § 558.1(a).

21
22 123. Plaintiff is informed and believes and thereon alleges that *California Labor Code* section 2802
23 was caused to be violated by Defendant Badrudin, who was acting as owner, director, officer
24 and/or managing agents of Defendant L.A. SUNSET 7600, INC.

25 124. Accordingly, Defendant L.A. SUNSET 7600, INC., as well as Defendant Badrudin, can be
26 held liable for the damages stemming from the violations of *California Labor Code* section
27 2802.
28

1 125. As a proximate result of Defendants' failure to indemnify Plaintiff, pursuant to the provisions
2 of *California Labor Code* section 2802, Plaintiff suffered losses in earnings, and other
3 employment benefits along with other incidental and consequential damages and losses, all in
4 an amount to be proven at trial.

5
6 126. As a proximate result of Defendants' failure to indemnify Plaintiff, pursuant to the provisions
7 of *California Labor Code* § 2802, Plaintiff has been forced to hire attorneys to prosecute
8 Plaintiff's claims herein, and has incurred and will continue to incur attorney's fees and costs
9 in connection therewith.

10 127. Plaintiff prays that the Court award Plaintiff reimbursement of all necessary expenditures
11 and/or losses, including costs incurred discharging Plaintiff's duties for Defendants with
12 interest thereon, reasonable attorneys' fees and other costs incurred enforcing Plaintiff's rights
13 granted by *California Labor Code* section 2802.
14

15
16 **SEVENTH CAUSE OF ACTION**

17 **Failure to Provide Accurate Wage Statements in Violation *Cal. Labor Code* § 226**
18 **(Against All Defendants)**

19 128. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

20 129. At all times relevant herein, *California Labor Code* § 226 is and was in full force and effect
21 and were binding on Defendants.

22 130. Defendants, and each of them, were obligated under *Labor Code* § 226 and the applicable IWC
23 Wage Order, to keep an accurate record of the hours of labor worked by Aggrieved Employees
24 and to prepare and submit to Aggrieved Employees with each payment of wages an itemized
25 statement accurately showing nine specific categories of information.

26 ///

27 ///

1 131. Pursuant to *Labor Code* § 226(e)(1), Plaintiff is entitled to recover the greater of all actual
2 damages or a penalty of \$50.00 for the first violation and \$100.00 per pay period for each
3 subsequent violation of this section, according to proof, up to a maximum amount of
4 \$4,000.00, as well as, an award of costs and reasonable attorney's fees.

5
6 132. As set forth herein, Plaintiff was victim of Defendants' violations of *California Labor Code*
7 section 226.

8 133. Plaintiff was victim of Defendants' said violations in at least one pay period during Plaintiff's
9 employment with Defendants.

10 134. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees were
11 also victim of Defendants' violations of *California Labor Code* section 226.

12 135. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
13 violated, any provision regulating minimum wages or hours and days of work in any order of
14 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
15 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
16 *Lab. Code* § 558.1(a).

17
18 136. Plaintiff is informed and believes and thereon alleges that *California Labor Code* section 226
19 was caused to be violated by Defendant Badrudin, who was acting as owner, director, officer
20 and/or managing agents of Defendant L.A. SUNSET 7600, INC.

21
22 137. Accordingly, Defendant L.A. SUNSET 7600, INC., as well as, Defendant Badrudin can be
23 held liable for the damages stemming from the violations of *California Labor Code* section
24 226.

25 138. Plaintiff prays that the Court award Plaintiff all penalties from Defendants pursuant to
26 *California Labor Code* section 226, as well as, an award of costs and reasonable attorney's
27 fees.
28

EIGHTH CAUSE OF ACTION

**Statutory Penalties Pursuant to *Cal. Labor Code* §§ 204 and 210
(Against All Non-Individual Defendants)**

139. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

140. At all times relevant herein, *California Labor Code* §§ 204 and 210 are and were in full force and effect and were binding on Defendants.

141. “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” *California Labor Code* Section 204.

142. “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant to Section 98” *California Labor Code* Section 210.

143. As set forth herein, Plaintiff was victim of Defendants’ violations of *California Labor Code* section 204 and is thus entitled to the statutory penalties set forth in Section 210.

144. Plaintiff was victim of Defendants’ said violations in at least one pay period during Plaintiff’s employment with Defendants.

145. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees were also victim of Defendants’ violations of *California Labor Code* section 204.

///

1 146. Plaintiff prays that the Court award Plaintiff all penalties plus 25 percent of the amount
2 unlawfully withheld by Defendants pursuant to *California Labor Code* section 210.

3
4 **NINTH CAUSE OF ACTION**

5 **Waiting Time Penalties in Violation of *Cal. Labor Code* § 203**

6 **(Against All Defendants)**

7 147. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

8 148. At all times relevant herein, *California Labor Code* section 203 is and was in full force and
9 effect and were binding on Defendants.

10 149. "If an employer willfully fails to pay, without abatement or reduction, in accordance with
11 Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is
12 discharged or who quits, the wages of the employee shall continue as a penalty from the due
13 date thereof at the same rate until paid or until an action therefor is commenced; but the wages
14 shall not continue for more than 30 days." *Cal. Lab. Code* § 203(a).

15
16 150. "Suit may be filed for these penalties at any time before the expiration of the statute of
17 limitations on an action for the wages from which the penalties arise." *Id.* at (b).

18 151. "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
19 pension fund contributions, the court shall award reasonable attorney's fees and costs to the
20 prevailing party if any party to the action requests attorney's fees and costs upon the initiation
21 of the action." *California Labor Code* § 218.5.

22
23 152. As set forth herein, Plaintiff was victim of Defendants' violations of *California Labor Code*
24 section 203 and 208.

25 153. And Plaintiff is informed and believes and thereon alleges that all Aggrieved Employees who
26 were terminated or resigned were also victim of Defendants' violations of *California Labor*
27 *Code* section 203 and 208.
28

1 154. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
5 *Lab. Code* § 558.1(a).

7 155. Plaintiff is informed and believes and thereon alleges that *California Labor Code* section 203
8 was caused to be violated by Defendant Badrudin, who was acting as owner, director, officer
9 and/or managing agents of Defendant L.A. SUNSET 7600, INC.

10 156. Accordingly, Defendant L.A. SUNSET 7600, INC., as well as Defendant Badrudin, can be
11 held liable for the damages stemming from the violations of *California Labor Code* section
12 203.

14 157. Plaintiff prays that the Court award Plaintiff all penalties from Defendants pursuant to
15 *California Labor Code* section 203, as well as, attorney's fees and costs.

17 **TENTH CAUSE OF ACTION**

18 **Failure to Provide Access to Records in Violation of *Cal. Labor Code* § 226(c)**

19 **(Against All Defendants)**

20 158. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

21 159. At all times relevant herein, *California Labor Code* section 226(c) is and was in full force and
22 effect and was binding on Defendants.

23 160. "An employer that is required by this code or any regulation adopted pursuant to this code to
24 keep the information required by subdivision (a) shall afford current and former employees the
25 right to inspect or copy records pertaining to their employment, upon reasonable request to the
26 employer." *Cal. Lab. Code* § 226(b).

28 ///

1 161. "An employer who receives a written or oral request to inspect or copy records pursuant to
2 subdivision (b) pertaining to a current or former employee shall comply with the request as
3 soon as practicable, but no later than 21 calendar days from the date of the request." *Cal. Lab.*
4 *Code* § 226(c).

5 162. "A failure by an employer to permit a current or former employee to inspect or copy records
6 within the time set forth in subdivision (c) entitles the current or former employee or the Labor
7 Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."
8 *Cal. Lab. Code* § 226(f).

9 163. "An employee may also bring an action for injunctive relief to ensure compliance with this
10 section, and is entitled to an award of costs and reasonable attorney's fees." *Cal. Lab. Code* §
11 226(h).

12 164. As set forth herein, Plaintiff was victim of Defendants' violations of *California Labor Code*
13 section 226(c).

14 165. Accordingly, Defendants can be held liable for the damages stemming from the violations of
15 *California Labor Code* section 226(c).

16 166. Plaintiff prays that the Court award Plaintiff all penalties from Defendants and injunctive relief
17 to ensure compliance with this section, and an award of costs and reasonable attorney's fees
18 pursuant to *California Labor Code* section 226(f) and (h).

19
20
21
22
23 **ELEVENTH CAUSE OF ACTION**

24 **Failure to Provide Access to Personnel File in Violation of *Cal. Labor Code* § 1198.5**
25 **(Against All Defendants)**

26 167. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

27 168. At all times relevant herein, *California Labor Code* section 1198.5 is and was in full force and
28 effect and was binding on Defendants.

1 169. *California Labor Code* section 1198.5, subdivision (b) mandates than an employer who
2 receives a written or oral request from an employee or former employee to inspect records
3 pursuant to that section “shall” comply with the request within 30 days. *Cal. Lab. Code* §
4 1198.5(b).

5
6 170. Whenever an employer fails to comply with section 1198.5, the employee is entitled to recover
7 a penalty of \$750 from the employer. *Cal. Lab. Code* § 1198.5(k). In the event an employee
8 must bring an action to ensure compliance with the code, he/she is entitled to recover attorney's
9 fees. *Cal. Lab. Code* § 1198.5(1).

10 171. As set forth herein, Plaintiff was victim of Defendants’ violations of *California Labor Code*
11 section 1198.5.

12 172. Accordingly, Defendants can be held liable for the damages stemming from the violations of
13 *California Labor Code* section 1198.5.

14
15 173. Plaintiff prays that the Court award Plaintiff all penalties from Defendants and injunctive relief
16 to ensure compliance with this section, and an award of costs and reasonable attorney's fees
17 pursuant to *California Labor Code* section 1198.5(k) and (l).

18
19 **TWELFTH CAUSE OF ACTION**

20 **Violations of *Cal. Bus. & Prof. Code* § 17200**

21 **(Against All Non-Individual Defendants)**

22 174. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

23 175. At all times relevant herein, *California Business and Professions Code* § 17200 *et seq.* is and
24 was in full force and effect and was binding on Defendants.

25 ///

26 ///

27 ///

1 176. The Unfair Competition Law (“UCL”), which is codified under *California Business and*
2 *Professions Code* § 17200 *et seq.* prohibits acts of “unfair competition,” including any
3 unlawful, unfair, fraudulent *or* deceptive business act *or* practice as well as “unfair, deceptive,
4 untrue or misleading advertising.”

5
6 177. By virtue of the direct injuries that Plaintiff sustained from Defendants’ wrongful conduct,
7 Plaintiff has standing to sue in order to obtain the remedies that are available to Plaintiff under
8 the UCL.

9 178. The UCL authorizes injunctive relief to prevent unlawful, unfair, or fraudulent business acts
10 for practices, and both restitution and disgorgement of money or property wrongfully obtained
11 by means of such unfair competition. *Bus. & Prof. Code* § 17203.

12
13 179. An action may be brought under the UCL by any person, corporation or association, or by any
14 person action for the interests of itself, its members, or the general public. *Bus. & Prof. Code* §
15 17204.

16 180. A Plaintiff may bring § 17200 claim even when the underlying statutory violation does not
17 provide the Plaintiff with a private right of action. *See Manser v. Serra Foothills Public Utility*
18 *Dist.* (E.D. Cal. 2008) 2008 WL 5114619, at * 7; *Kasky v. Nike, Inc.* (2002) 27 Cal. App. 4th
19 832, 839.

20
21 **Unfair Conduct**

22 181. As set forth herein, Defendants engaged in a pattern of unfair and unlawful business practices
23 with respect to Plaintiff’s employment at Defendant and Limited in violation of *Bus. & Prof.*
24 *Code* § 17200.

25 182. Defendants violated the “unfair prong” of *Cal. Bus. & Prof. Code* § 17200 by engaging in the
26 following, wrongful, improper, and unfair conduct:

27 a. Defendants unfairly failed to pay Plaintiff minimum wages due;
28

- b. Defendants unfairly failed to pay Plaintiff overtime wages due;
- c. Defendants unfairly denied Plaintiff meal periods, and failed to pay Plaintiff the additional hour at his regular rate for denying the meal periods;
- d. Defendants unfairly denied Plaintiff rest periods, and failed to pay Plaintiff the additional hour at his regular rate for denying the rest periods; and
- e. Defendants unfairly failed to indemnify Plaintiff for the expenses incurred in discharging Plaintiff's duties for Defendants.

183. Defendants' conduct also violated the "unfair" prong of the UCL because the utility of Defendants' actions and/or omissions was significantly outweighed by the gravity of the harm that it imposed on employees.

184. Further, the public is led to believe that Defendants provides a fair, safe, and legally sufficient work environment for their employees and comply with California laws governing Labor and Employment issues, despite the fact that both of these impressions are untrue. Defendants' pattern of wrongful, improper, and unlawful business practices is injurious to Defendants' employees and consumers alike.

Unlawful Conduct

185. "Unlawful" conduct under *Bus. & Prof. Code* § 17200 is any practices forbidden by law, whether civil or criminal, federal or state, or municipal, statutory, regulatory, or court made. *See Farmers Ins. Exchange v. Super. Ct.*, 2 Cal.4th 377, 383 (1992).

186. By proscribing 'any unlawful' business practice, § 17200 'borrows' violations of other laws and treats them as unlawful practices that the UCL makes independently actionable. *See Blanks v. Shaw*, 171 Cal. App. 4th 336, 363-64 (2009); *Schnall v. Hertz Corp.*, 78 Cal. App. 4th 1144, 1153 (2000).

///

1 187. Defendants violated the “unlawful” prong of *Cal. Bus. & Prof. Code* § 17200 as follows:

- 2 a. Violations of *Cal. Labor Code* § 1194 and LAMC § 187.02;
- 3 b. Violations of *Cal. Labor Code* § 510;
- 4 c. Violations of *Cal. Labor Code* § 512;
- 5 d. Violations of *Cal. Labor Code* § 226.7; and
- 6 e. Violations of *Cal. Labor Code* § 2802.

7

8 188. The violation of these laws serves as unlawful predicate acts which have resulted in injury in

9 fact and loss of money and property to Plaintiff for purposes of *Business and Professions Code*

10 §§17200 *et seq.*

11 189. Plaintiff is entitled to restitutionary damages which constitutes or results from all unpaid

12 wages, the additional hour of pay at Plaintiff’s regular rate for Defendants’ failure to provide

13 meal and rest periods as well as, costs and/or expenses incurred in discharging Plaintiff’s duties

14 for Defendant.

15

16

17 **THIRTEENTH CAUSE OF ACTION**

18 **Violations of *Cal. Lab. Code* § 2698, *et seq.***

19 **(Against All Non-Individual Defendants)**

20 190. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

21 191. At all times relevant herein, *California Labor Code* § 2699, *et seq.* is and was in full force and

22 effect and were binding on Defendants.

23 ///

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28

1 192. “Notwithstanding any other provision of law, any provision of this code that provides for a
2 civil penalty to be assessed and collected by the Labor and Workforce Development Agency or
3 any of its departments, divisions, commissions, boards, agencies, or employees, for a violation
4 of this code, may, as an alternative, be recovered through a civil action brought by an
5 aggrieved employee on behalf of himself or herself and other current or former employees
6 pursuant to the procedures specified in Section 2699.3.” *Cal. Lab. Code* § 2699(a).

8 193. “Nothing in this part shall operate to limit an employee’s right to pursue or recover other
9 remedies available under state or federal law, either separately or concurrently with an action
10 taken under this part.” *Lab. Code* § 2699(g).

11 194. “Any employee who prevails in any action shall be entitled to an award of reasonable
12 attorney’s fees and costs, including any filing fee paid” *Lab. Code* § 2699(g).

13 195. “Upon motion, a court may award attorneys’ fees to a successful party against one or more
14 opposing parties in any action which has resulted in the enforcement of an important right
15 affecting the public interest if: (a) a significant benefit, whether pecuniary or nonpecuniary, has
16 been conferred on the general public or a large class of persons, (b) the necessity and financial
17 burden of private enforcement, or of enforcement by one public entity against another public
18 entity, are such as to make the award appropriate, and (c) such fees should not in the interest of
19 justice be paid out of the recovery, if any.” *Cal. Civ. Proc. Code* § 1021.5.

20 21 196. Pursuant to the provisions of *California Labor Code* § 2699(f)(1)-(2), Plaintiff is entitled to
22 penalties in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay
23 period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee
24 per pay period for each subsequent violation.
25

26 ///

27 ///

1 197. On or around December 4, 2020, Plaintiff sent written notice by certified mail to all Defendant
2 notifying it of the specific violations set forth herein and the facts and theories supporting the
3 violations. *See* Exhibit 1.

4 198. On or around December 4, 2020, Plaintiff sent the same written notice electronically to the
5 LWDA.
6

7 199. The LWDA provided no notice of investigation to Plaintiff within the statutorily required
8 period of time following December 4, 2020. As of the date of this complaint, the LWDA has
9 provided no notice of investigation to Plaintiff.

10 200. Thus, Plaintiff can commence this civil action pursuant to *California Labor Code* section 2699.

11 201. As detailed herein, Plaintiff and, on information and belief, all Aggrieved Employees were
12 victims of Defendants' violations of the following *California Labor Code* sections: 1194;
13 1194.2; 510; 512; 226.7; 2802; 226; 203; and 208.
14

15 202. Based on the just-listed *California Labor Code* violations, Defendant also violated the
16 following *California Labor Codes* sections: 1197; 1182.12; 1198; 204; 1174; and 558.1.

17 203. Based on all preceding *California Labor Code* violations, Plaintiff, all Aggrieved Employees
18 and the State of California seek civil penalties pursuant, but not limited to, the following
19 *California Labor Code* sections: 1197.1; 558; 210; 226.3; 1174.5; and 2699(f)(1)-(2).
20

21 204. Plaintiff prays that the Court award all civil penalties for Plaintiff, all Aggrieved Employees
22 and the State of California, as well as, reasonable attorneys' fees and costs incurred in this
23 action, and any filing fee paid in this action.

24 ///

25 ///

26 ///

27 ///

1 **PRAYERS FOR RELIEF**

2 WHEREFORE, Plaintiff MOHAMED MAREY prays for judgment for Plaintiff
3 MOHAMED MAREY against Defendants and Does 1 through 25, as follows:

4 Against Defendant L.A. SUNSET 7600, INC. and DOES 1 through 25:
5

- 6 1. All actual, consequential and incidental financial losses, unpaid wages, and restitution,
7 together with pre-judgment interest, in an amount greater than \$150,000.00;
8 2. Additional compensatory and/or general damages according to proof;
9 3. All statutory penalties and relief allowed under the *Labor Code*, in an amount to be proven at
10 trial;
11 4. Reasonable attorney's fees, costs, and filing fees paid according to proof;
12 5. Post-judgment interest according to any applicable provision of law, according to proof;
13 6. Any and all costs and fees incurred as a result of this action; and
14 7. Any additional, further relief as the Court deems proper.
15

16 Against Defendant AMIN BADRUDIN and DOES 1 through 25:

- 17 1. All actual, consequential and incidental financial losses, unpaid wages, and restitution,
18 together with pre-judgment interest, in an amount greater than \$150,000.00;
19 2. Additional compensatory and/or general damages according to proof;
20 3. All statutory penalties and relief allowed under the *Labor Code*, in an amount to be proven at
21 trial;
22 4. Reasonable attorneys' fees, costs, and filing fees paid according to proof;
23 5. Post-judgment interest according to any applicable provision of law, according to proof;
24 6. Any and all costs and fees incurred as a result of this action; and
25 7. Any additional, further relief as the Court deems proper.
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1 WHEREFORE, Plaintiff MOHAMED MAREY prays for judgment for (1) Plaintiff
2 MOHAMED MAREY as an aggrieved employee, (2) all Aggrieved Employees and (2) the State of
3 California against Defendant L.A. SUNSET 7600, INC., and Defendant DOES 1 through 25, as
4 follows:
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- 6 1. All civil penalties and relief allowed under the *California Labor Code* in an amount greater
7 than \$50,000,000.00;
- 8 2. Reasonable attorneys' fees, costs, and filing fees paid according to proof;
- 9 3. Post-judgment interest according to any applicable provision of law, and according to proof;
- 10 4. Any and all costs and fees incurred as a result of this action; and
- 11 5. Any additional, further relief as the Court deems proper.

12
13 Dated: May 13, 2021

**J.B. TWOMEY LAW
JAIN LAW OFFICES, P.C.**

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17 BY: _____



J.B. Twomey
Kunal Jain
Attorneys for Plaintiff,
MOHAMED MAREY

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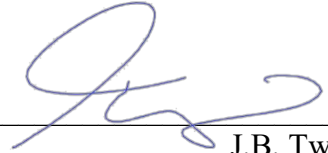
1 **DEMAND FOR JURY TRIAL**

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3 Plaintiff hereby demands a trial by jury.

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5 Dated: May 13, 2021

**J.B. TWOMEY LAW
JAIN LAW OFFICES, P.C.**

6
7
8 BY: _____



J.B. Twomey
Kunal Jain
Attorneys for Plaintiff,
MOHAMED MAREY

EXHIBIT 1

10866 Wilshire Blvd, Suite 400-#777
Los Angeles, CA 90024
Business: 310-957-2214
Facsimile: 424-331-6817
James@JainLawOffices.com

December 4, 2020

SENT VIA FIRST CLASS CERTIFIED MAIL:

L.A. Sunset 7600, Inc.
Attn: Human Resources / Loss Prevention
913 S. Prairie Ave
Inglewood, California 90301

Re: ***California Labor Code Private Attorneys General Act of 2004 Notice***
Mohamed Marey v. L.A. Sunset 7600, Inc.; Amin Badrudin
LWDA Case No.: Unassigned
Superior Court Case No.: Unassigned

To Whom it May Concern:

This Notice is made and served pursuant to the *California Labor Code Private Attorneys General Act of 2004*, codified in *California Labor Code 2698, et seq.* (hereinafter referred to as “PAGA”). Mohamed Marey (hereinafter to as “Plaintiff”), on behalf of himself, the State of California, and on behalf of any and all other current and former non-exempt employees of L.A. Sunset 7600, Inc.; Amin Badrudin; and DOES 1 through 25 (hereinafter collectively referred to as “Defendant”) is informed and believes and thereon alleges, Defendant has and is violating, or owes civil penalties pursuant to, the following *California Labor Code* sections: 1197; 1182.12; 1194; 1194.2; 1197.1; 510; 204.3; 204; 210; 512; 226.7; 2802; 1198; 1199; 558; 226; 226.3; 1174; 1174.5; 201; 202; 203; 208; 558.1; 226(c); 1198.5; and 2699(f)(2).

Defendant is an owner and operator of several 7-Eleven convenience stores, with store locations throughout California.

Plaintiff implores the Labor and Workforce Development Agency (hereinafter referred to as “LWDA”) and Defendant alike to investigate every aspect of the herein detailed violations, and any others that may exist, as they pertain to Plaintiff and any and all of Defendant’s current and former non-exempt California employees. Hereinafter, any and all of Defendant’s current and former non-exempt California employees working at, or out of, including but not limited to, all of Defendant’s locations in California are collectively referred to as “Aggrieved Employees.” And Plaintiff, as well as, any and all Aggrieved Employees were, and are being subjected to, *inter alia*, Defendant’s herein-described violations.

Plaintiff is informed and believes and based thereupon alleges that at all relevant times herein mentioned each Defendant and Does 1 through 25, inclusive, were the agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal

representative, general administrator, member, co-conspirator, co-employer, integrated enterprise and/or joint venturer or occupied other relationships with each of the other named Defendants and at all times herein mentioned acted within the course and scope of said agency and/or employment and/or other relationship and each other Defendants has ratified, consented to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of its agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or representatives, and that each actively, passively, acquiesced, participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in the commission of the wrongdoing alleged in this notice.

FACTS

Plaintiff was hired by Defendant on or around May 1, 2019 as a non-exempt cashier and stocking clerk. Plaintiff's last day of physical work with Defendant was June 5, 2020.

During the entirety of Plaintiff's employment with Defendant, Plaintiff worked seven (7) days/shifts per week, Friday through Thursday. For every shift during Plaintiff's employment with Defendant from the time period of May 1, 2019 to September 1, 2019, Defendant required Plaintiff to start his night shift at 8 p.m. and end at 6 a.m. For every shift during Plaintiff's employment with Defendant from the time period of September 2, 2019 to June 5, 2020, Defendant required Plaintiff to start his night shift at 9 p.m. and end at 7 a.m.

During the entirety of Plaintiff's employment with Defendant, Defendant paid Plaintiff a wage of \$13.50 per hour worked. Accordingly, Defendant failed to pay Plaintiff and all Aggrieved Employees California's prevailing minimum wage for any of the time spent working for Defendant. Moreover, Defendant paid Plaintiff and all Aggrieved Employees their regular hourly wage for time worked regardless of how many hours Plaintiff or all Aggrieved Employees worked in a shift, regardless of how many hours Plaintiff or all Aggrieved Employees worked in a workweek, and regardless of how many days Plaintiff or all Aggrieved Employees worked in a workweek. Thus, Defendant failed to pay Plaintiff and all Aggrieved Employees overtime compensation he/they earned.

During the entirety of Plaintiff's employment with Defendant, Defendant failed to include Plaintiff's and all Aggrieved Employees' number of overtime hours worked or the overtime wage rate in effect in any itemized wage statement issued to Plaintiff and all Aggrieved Employees. Defendant instead paid Plaintiff and all Aggrieved Employees a certain portion of their wages via a company issued check, and paid some of the remaining earned wages (*i.e.*, the wages earned for time worked over 8 hours in one day, 40 hours in one week, and 8 hours on the seventh workday) with money orders. Defendant engaged in this charade for the purpose of concealing they were paying their employees their regular hourly wage for time worked instead of their lawful overtime rate, as well as, to conceal the fact that Defendant failed to pay them for all time worked. Defendant failed to include the hours and wages paid via money orders in any itemized statement issued to Plaintiff and all Aggrieved Employees.

Additionally, Defendant failed make timely uninterrupted meal periods of not less than thirty (30) minutes available to Plaintiff and all Aggrieved Employees. Similarly, Defendant failed to make available uninterrupted rest periods of not less than ten (10) minutes for every four (4) hours, or substantial portion thereof, Plaintiff and all Aggrieved Employees worked. Defendant failed to make this lawfully mandated meal and/or rest periods available to Plaintiff and all Aggrieved Employees

because Defendant's policies and procedures regarding scheduling made it impossible for Plaintiff and all Aggrieved Employees to take a meal and/or rest period. In short, there was no coverage for Plaintiff and all Aggrieved Employees to take a meal and/or rest periods. When Plaintiff and all Aggrieved Employees was/were not provided his/their meal and/or rest periods, Defendant failed to pay him/them an additional hour at his/their regular rate of pay.

As a result of Defendant's above-described unlawful company-wide policies, Defendant failed/fails to issue Plaintiff and all Aggrieved Employees accurate itemized wage statements showing all time he/they worked, the rates at which he/they worked those hours, as well as, his/their accurate gross and net wages. Also resulting from Defendant's above-described unlawful company-wide policies, is the fact that (1) Defendant never keeps payroll records showing all the actual hours worked daily by Plaintiff and all Aggrieved Employees, (2) Plaintiff and all Aggrieved Employees are not paid all wages he/they earn twice during a calendar month, and (3) Defendant willfully fails to pay all Aggrieved Employees that resign or are terminated all wages that are earned and owing at the end of their employment. Furthermore, Defendant's itemized wage statements issued to Plaintiff and all Aggrieved Employees fail to list Defendant's corporate address and list a company code name that is not the name of Defendant. Thus, Defendant failed/fails to issue Plaintiff and all Aggrieved Employees accurate itemized wage statements showing the name and address of the legal entity that is the employer.

Additionally, during the entirety of Plaintiff's employment with Defendant, Plaintiff is aware that he and Aggrieved Employees incurred expenses discharging his/their duties for, or at the direction of, Defendant, including but not limited the use of his/their cellular phone service in order to carry out Defendant's business.

Plaintiff is informed and believes and thereon alleges that his immediate manager, and CEO, Director and agent for service of process for L.A. Sunset 7600, Inc., Amin Badrudin violated or caused to be violated all the herein detailed violations of the *California Labor Code*. Specifically, Amin Badrudin was in charge of employee scheduling and also initiated and administered all Defendant's unlawful wage and hour policies.

Plaintiff is informed and believes and thereon alleges that any and all other current and former non-exempt California employees of Defendant, including non-exempt employees other than those in Plaintiff's specific department, or specific location, *i.e.*, Aggrieved Employees, were also subjected to all of Defendant's *California Labor Code* violations set forth herein. During all times relevant, Plaintiff and all Aggrieved Employees were paid weekly, thus, had weekly pay periods, and the herein-described violations took place during each and every pay period worked by Plaintiff and all Aggrieved Employees during all times relevant.

Plaintiff on behalf of Plaintiff and on behalf of the State of California and any and all Aggrieved Employees seeks *California Labor Code* section 2699, *et seq.* penalties and any and all other civil penalties available to Plaintiff, Aggrieved Employees and the State of California as a result of Defendant's various violations of the *California Labor Code* and IWC Wage Order set forth herein.

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DEFENDANT'S VIOLATIONS

I. Defendant's Violations of California Labor Code Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. California Labor Code Sections 1197, 1182.12, 1194, 1194.2 and 1197.1.

Under *California Labor Code* Section 1197:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Cal. Labor Code § 1197.

Under *California Labor Code* Section 1182.12:

Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

Cal. Labor Code § 1182.12.

Under *California Labor Code* Section 1194(a):

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Cal. Labor Code § 1194(a).

Under *California Labor Code* Section 1194.2(a):

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.

Cal. Labor Code § 1194.2(a).

Under *California Labor Code* Section 1197.1(a):

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Cal. Labor Code § 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

Los Angeles Municipal Code Section 187.02(B)

B. Employers with 26 or more Employees shall provide Sick Time Benefits pursuant to Section 187.04 and pay a wage of no less than the hourly rates set forth:

1. On July 1, 2016, the hourly wage shall be \$10.50.
2. On July 1, 2017, the hourly wage shall be \$12.00.
3. On July 1, 2018, the hourly wage shall be \$13.25.
4. On July 1, 2019, the hourly wage shall be \$14.25.
5. On July 1, 2020, the hourly wage shall be \$15.00.

- b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

During the entirety of Plaintiff's employment with Defendant, Defendant paid Plaintiff a wage of \$13.50 per hour worked. Accordingly, Defendant failed to pay Plaintiff the applicable minimum wage in accordance with local minimum wage laws that were in effect during Plaintiff's employment with Defendant. Hence, Defendant failed to pay Plaintiff California's minimum wage. Plaintiff is informed and believes and thereon alleges that during all times relevant, any and all Aggrieved Employees also were not paid the applicable minimum wage in accordance with local minimum wage laws that were in effect during Plaintiff's employment with Defendant.

Hence, Defendant failed to pay all Aggrieved Employees California's minimum wage. To date, Defendant, in violation of *California Labor Code* Sections 1197, 1182.12, 1194, 1194.2, and 1197.1 has not paid Plaintiff the prevailing minimum wage for all hours he worked, the liquidated damages pursuant to Section 1194.2, or civil penalties owing. Plaintiff is informed and believes and thereon alleges that to date, Defendant, in violation of *California Labor Code* Sections 1197, 1194, 1194.2, and 1197.1, has failed to all Aggrieved Employees the prevailing minimum wage for all hours they worked, the liquidated damages pursuant to Section 1194.2, or civil penalties owing. To be clear, the Labor and Workforce Development Agency and Defendant should investigate these violations as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* sections 1197, 1182.12, 1194, 1194.2, and 1197.1. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 1197, 1194, 1199, 1197.1, and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1182.12 and 1194.2.

II. Defendant's Violations of California Labor Code Sections 510 and 204.3, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. California Labor Code Sections 510 and 204.3.

Under *California Labor Code* Section 510(a):

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

An employee may receive, in lieu of overtime compensation, compensating time off at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required by law. If an hour of employment would otherwise be compensable at a rate of more than one and one-half times the employee's regular rate of compensation, then the employee may receive compensating time off commensurate with the higher rate."

California Labor Code Section 204.3.

Under *California Labor Code* Section 1197.1(a):

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

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Cal. Labor Code § 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting Defendant's Violations of *California Labor Code* Sections 510 and 204.3.

During the entirety of Plaintiff's employment with Defendant, Plaintiff worked seven (7) days/shifts per week, Friday through Thursday. For every shift during Plaintiff's employment with Defendant from the time period of May 1, 2019 to September 1, 2019, Defendant required Plaintiff to start his night shift at 8 p.m. and end at 6 a.m. For every shift during Plaintiff's employment with Defendant from the time period of September 2, 2019 to June 5, 2020, Defendant required Plaintiff to start his night shift at 9 p.m. and end at 7 a.m. Therefore, Plaintiff worked in excess of eight hours in one workday every workday, worked in excess of 40 hours in a workweek every workweek, and worked eight hours or more on every seventh day of every workweek. Defendant only paid Plaintiff for some of the overtime he worked by issuing Plaintiff money orders. Thus, Defendant failed to pay him at least one and one-half times his regular rate of pay for the overtime Plaintiff worked. When Defendant failed to pay Plaintiff his overtime wages, it also failed to provide him compensating time off at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation was required by law. Plaintiff is informed and believes and thereon alleges that any and all Aggrieved Employees also worked hours in excess of eight (8) in any one day, and forty (40) in any one week, and eight or more hours on the seventh day of a workweek, and that, Defendant, in violation of *California Labor Code* Section 510 and 204.3, failed to pay them at least one and one-half times their regular rate of pay for that overtime or provide them time off at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required by law.

To date, Defendant, in violation of *California Labor Code* Section 510, has not paid Plaintiff for the overtime hours he worked. Plaintiff is informed and believes and thereon alleges that to date, Defendant, in violation of *California Labor Code* Section 510 and 204.3, has not paid any and all Aggrieved Employees for the overtime hours they worked, nor gave them time off as required by law. To be clear, the Labor and Workforce Development Agency and Defendant should investigate these violations as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* sections 510 and 204.3. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 510, and subdivision (c) applies to 204.3.

III. Defendant's Violations of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

a. California Labor Code Sections 204 and 210.

“All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” *California Labor Code* Section 204.

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

California Labor Code § 210.

b. Facts and Theories Supporting Defendant's Violation of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

As set forth herein, in violation of Section 204, Defendant failed to pay all wages earned by Plaintiff pursuant to *California Labor Code* sections 1197, 1182.12, 1194, and 510 twice during each calendar month. Plaintiff is informed and believes and thereon alleges that Defendant also failed to pay any and all Aggrieved Employees all wages earned twice during each calendar month. And, thus, Defendant owes civil penalties pursuant to Section 210. To be clear, the Labor and Workforce Development Agency and Defendant should investigate these violations as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 204. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 204 and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 210.

IV. Defendant's Violations of California Labor Code Section 512.

a. California Labor Code Section 512.

Under *California Labor Code* Section 512(a):

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,

the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under *California Labor Code* Section 226.7(c):

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 512.

Defendant failed make timely uninterrupted meal periods of not less than thirty (30) minutes available to Plaintiff. Defendant failed to make these lawfully mandated meal periods available to Plaintiff because Defendant's policies and procedures regarding scheduling made it impossible for Plaintiff to take a meal period. In short, there was no coverage for Plaintiff to take a meal period. When Plaintiff was not provided his meal period, Defendant failed to pay him an additional hour at his regular rate of pay. Plaintiff is informed and believes and thereon alleges that during the same period of time, any and all Aggrieved Employees also were not provided meal periods and also not paid an hour at their regular rate of pay when they were not provided a meal period. To date, Defendant, in violation of *California Labor Code* sections 512 and 226.7(c), has not paid Plaintiff one additional hour of pay at his regular rate of compensation for each workday that his meal period was not provided. Plaintiff is informed and believes and thereon alleges that to date, Defendant, in violation of *California Labor Code* section 512 and 226.7(c), has not paid any and all Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that their meal period was not provided. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 512.

The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 512.

V. **Defendant's Violations of *California Labor Code* Section 226.7.**

a. *California Labor Code* Section 226.7.

Under *California Labor Code* Section 226.7(b):

An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

Pursuant to the *California Labor Code* and Wage Order 4-2001, employees are entitled to a rest period of not less than ten (10) minutes for each consecutive four (4) hour shift worked or major fraction thereof.

Under *California Labor Code* Section 226.7(c), “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

b. Facts and Theories Supporting Defendant’s Violation of *California Labor Code* Section 226.7.

Defendant failed to make available uninterrupted rest periods of not less than ten (10) minutes for every four (4) hours, or substantial portion thereof, Plaintiff worked. Defendant failed to make these lawfully mandated rest periods available to Plaintiff because Defendant’s policies and procedures regarding scheduling made it impossible for Plaintiff to take rest periods. In short, there was no coverage for Plaintiff to take a rest period. When Plaintiff was not provided his rest periods, Defendant failed to pay him an additional hour at his regular rate of pay. Plaintiff is informed and believes and thereon alleges that during the same period of time, any and all Aggrieved Employees also were not provided rest periods and also not paid an hour at their regular rate of pay when they were not provided a rest period. To date, Defendant, in violation of *California Labor Code* Section 226.7(c), has not paid Plaintiff one additional hour of pay at his regular rate of compensation for each workday that both or either of his meal or rest periods were not provided. Plaintiff is informed and believes and thereon alleges that to date, Defendant, in violation of *California Labor Code* Section 226.7(c), has not paid any and all Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that both or either of their meal or rest periods were not provided. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 226.7. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 226.7.

VI. **Defendant’s Violations of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.**

a. *California Labor Code* Sections 2802 and 1197.1.

California Labor Code section 2802(a) states:

An 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

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Section 2802 further states:

All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

Id. at (b).

Also, Section 2802 states: “For purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” *Id.* at 2802(c).

Finally, Section 2802 states:

In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.

Id. at (d).

Under *California Labor Code* Section 1197.1(a):

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Cal. Labor Code § 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

During the entirety of Plaintiff's employment with Defendant, Plaintiff incurred expenses discharging his duties as Defendant's cashier and stocking clerk, including but not limited to cellular phone service, in order to carry out assigned duties. Plaintiff is informed and believes and thereon alleges that any and all Aggrieved Employees also were not, and to this date, have not been indemnified for all necessary expenditures or losses incurred by them in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendant, including but not limited to their use of their cellular phone, in order to carry out assigned duties for Defendant. Thus, for all periods specified herein, Defendant was and still is, in violation of *California Labor Code* Section 2802 for failing to indemnify Plaintiff and any and all Aggrieved Employees for all necessary expenditures or losses incurred by them in direct consequence of the discharge of their duties, or of their obedience to the directions of the Defendant. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 2802. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2802. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1197.1.

VII. Defendant's Violations of *California Labor Code* Section 1198.

a. *California Labor Code* Section 1198.

California Labor Code section 1198 provides that "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 1198.

As set forth herein, Defendant continuously violated the standard and conditions of labor fixed by the commission, including but not limited to its violations of *California Labor Code* sections 1197, 1182.12, 1194, 1194.2, 1197.1, 1199, 510, 512, 226.7, and the applicable IWC Wage Order. These violations, all set forth herein, were against Plaintiff and any and all Aggrieved Employees. Thus, Defendant was and is in violation of *California Labor Code* Section 1198 for continuously violating the standard conditions of labor fixed by the commission. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 1198. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1198.

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VIII. Defendant's Violations of California Labor Code Section 1199.

a. California Labor Code Section 1199.

Under *California Labor Code* Section 1199:

Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Cal. Labor Code § 1199.

b. Facts and Theories Supporting Defendant's Violation of California Labor Code Section 1199.

As set forth herein, Defendant continuously required or caused Plaintiff to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission, including but not limited to its violations of *California Labor Code* sections 1197, 1182.12, 1194, 1194.2, 1197.1, 1199, 510, 512, 226.7, and the applicable IWC Wage Order. These violations, all set forth herein, were against Plaintiff and any and all Aggrieved Employees. Thus, Defendant was and is in violation of *California Labor Code* Section 1199 for continuously violating the standard conditions of labor fixed by the commission. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 1199. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1199.

IX. Defendant's Violations of California Labor Code Section 558.

a. California Labor Code Section 558.

Under *California Labor Code* Section 558:

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the

employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Cal. Lab. Code § 558(a)(1)-(2).

b. Facts and Theories Supporting Defendant’s Violation of *California Labor Code* Section 558.

As set forth herein, Defendant continuously violated sections of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission. These violations, as set forth herein, were against Plaintiff and any and all Aggrieved Employees. Thus, Defendant was and is in violation of *California Labor Code* Section 558 for continuously violating provisions regulating hours and days of work in IWC Wage Orders and owes Plaintiff and any and all Aggrieved Employees civil penalties pursuant to Section 558. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated all herein described violations of the *California Labor Code*. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.

X. **Defendant’s Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3.**

a. *California Labor Code* Section 226 and 226.3.

Under *California Labor Code* Section 226(a):

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employees wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services

assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, copy includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

Cal. Lab. Code § 226(a).

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

Cal. Lab. Code § 226.3.

b. Facts and Theories Supporting Defendant’s Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3.

During the entirety of Plaintiff’s employment with Defendant, Defendant failed to include Plaintiff’s number of overtime hours worked or the overtime wage rate in effect in any itemized wage statement issued to Plaintiff. Defendant instead paid Plaintiff with money orders for only some of the total overtime hours he worked, and Defendant failed to include these hours and wages in any itemized statement issued to Plaintiff. Furthermore, Defendant’s itemized wage statements issued to Plaintiff failed to list Defendant’s corporate address and list a company code name that is not the name of Defendant. Thus, Defendant failed to issue Plaintiff accurate itemized wage statements all time he worked, the rates at which he worked those hours, his accurate gross and net wages, and the name and address of the legal entity that is the employer.

Plaintiff is informed and believes and thereon alleges that any and all Aggrieved Employees also were not provided accurate itemized payroll statements, or itemized wage statements at all. Thus, for all periods specified herein, Defendant was in violation of *California Labor Code* Section 226 for failing to provide Plaintiff and any and all Aggrieved Employees itemized statements, or accurate itemized statements. Thus, Defendant is subject to the civil penalty found in Section 226.3 in addition to any other penalty provided by law. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 226. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to paragraphs (1) through (5), inclusive, (7) and (9) of subdivision (a) of *California Labor Code* Section 226 and subdivision (c) applies to 226.3.

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XI. Defendant's Violations of California Labor Code Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

a. California Labor Code Sections 1174 and 1174.5.

Under *California Labor Code* Section 1174(d): "Every person employing labor in this state shall: . . . Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to"

Under *California Labor Code* Section 1174.5:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

b. Facts and Theories Supporting Defendant's Violation of California Labor Code Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

As set forth herein Defendant never kept payroll records showing all the hours worked daily by Plaintiff and the wages paid to him. Plaintiff is informed and believes and thereon alleges that Defendant also failed to keep records showing all hours worked daily by and all wages owing any and all Aggrieved Employees. Thus, Defendant violated *California Labor Code* Section 1174 for failing to keep Plaintiff's and any and all Aggrieved Employees of Defendant payroll records showing the hours worked daily by them and the wages paid to them. Thus, Defendant owes the civil penalties provided for in Section 1174.5. To be clear, the Labor and Workforce Development Agency and Defendant should investigate these violations as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* section 1174. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174.5.

XI. Defendant's Violations of California Labor Code Sections 201, 202, 203 and 208.

a. California Labor Code Sections 201, 202, 203 and 208.

Under *California Labor Code* Section 201(a): "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Under *California Labor Code* Section 202(a):

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice

shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

Cal. Lab. Code § 202(a).

Under *California Labor Code* Section 203(a):

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

Pursuant to *California Labor Code* Section 208: “Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.” *Cal. Lab. Code § 208.*

b. Facts and Theories Supporting Defendant’s Violation of *California Labor Code* Sections 201, 202, 203 and 208.

Plaintiff is informed and believes and thereon alleges that any and all discharged employees, or employees whom resigned from Defendant were not immediately paid at the place of discharge all wages owed to them by Defendant; thus, Defendant violated *California Labor Code* sections 201, 202, 203 and 208. Specifically, Defendant owed any and all other discharged, or resigned employees of Defendant overtime premium wages, minimum wages and the additional hours of pay at their regular rate of compensation for each workday that their rest and meal periods were not provided to them. To be clear, the Labor and Workforce Development Agency and Defendant should investigate these violations as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* sections 201, 202, 203 and 208. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 201, 202, 203 and 208.

XII. Defendant’s Violations of *California Labor Code* Section 558.1.

a. *California Labor Code* Section 558.1.

Under *California Labor Code* Section 558.1:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term “other person acting on

behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Cal. Lab. Code § 558.1.

b. Facts and Theories Supporting Defendant’s Violation of *California Labor Code* Section 558.1.

Plaintiff is informed and believes and thereon alleges that all herein-described violations were caused to be violated by Defendant. Plaintiff is further informed and believes and thereon alleges that all the herein-described violations also apply, or applied, to any and all Aggrieved Employees. Thus, Defendant is liable to Plaintiff and any and all Aggrieved Employees for violations of *California Labor Code* section 558.1. To be clear, the Labor and Workforce Development Agency and Defendant should investigate this violation as applying to all Aggrieved Employees. As set forth herein, Amin Badrudin violated or caused to be violated all herein described violations of the *California Labor Code*. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.1.

XIII. Defendant’s Violations of *California Labor Code* Sections 226(c) and 1198.5.

a. *California Labor Code* Sections 226(c) and 1198.5.

“An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.” *Cal. Lab. Code* § 226(b). “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” *Id.* at (c).

California Labor Code section 1198.5, subdivision (b) mandates that an employer who receives a written or oral request from an employee or former employee to inspect records pursuant to that section “shall” comply with the request within 30 days. *Cal. Lab. Code* § 1198.5(b).

b. Facts and Theories Supporting Defendant’s Violation of *California Labor Code* Sections 226(c) and 1198.5.

On or around September 21, 2020, Plaintiff sent Defendants a written request via certified mail for Defendant to produce, or give Plaintiff access to, Plaintiff’s personnel file and itemized wage/payroll statements. As of the date of this notice, Defendant has failed to provide Plaintiff with, or access to, Plaintiff’s personnel file and itemized wage/payroll statements. Plaintiff is further informed and believes and thereon alleges that Defendant also fails/failed to provide records to other employees whom request/requested them pursuant to *California Labor Code* section 226 and 1198.5. As set forth herein, Amin Badrudin violated or caused to be violated *California Labor Code* sections 226 and 1198.5. The provisions of subdivision (a) of *California*

Labor Code Section 2699.3 applies to *California Labor Code* Section 226 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1198.5.

XI. Defendant's Violation of California Labor Code Section 2699, et seq.

a. California Labor Code Section 2699, et seq.

Under *California Labor Code* Section 2699(a):

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

Section 2699 further states in part: "If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." *Cal. Lab. Code* § 2699(f)(2).

b. Facts and Theories Supporting Defendant's Violation of California Labor Code Section 2699, et seq.

Plaintiff on behalf of Plaintiff and on behalf of the State of California and any and all Aggrieved Employees seeks the above-cited 2699, *et seq.* penalties and any and all other civil penalties available to Plaintiff, Aggrieved Employees and the State of California as a result of Defendant's various violations of the *California Labor Code* and IWC Wage Order set forth herein.

Very truly yours,
JAIN LAW OFFICES, P.C.


JAMES L. HANGER III

cc: **SENT VIA FIRST CLASS CERTIFIED MAIL:**

L.A. Sunset 7600, Inc.

Attn: Amin Badrudin, CEO, CFO, and Agent for Service of Process
913 S. Prairie Ave
Inglewood, California 90301

SUBMITTED ELECTRONICALLY TO:

State of California, Dept. of Industrial Relations
Labor and Workforce Development Agency
<https://dir.tfaforms.net/295>