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By: L. McAllister, Deputy

Attorneys for Plaintiff DANIEL MORALES, as an individual and on behalf of all similarly situated employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF SAN DIEGO**

DANIEL MORALES,

Plaintiff,

v.

WISGUYS CUSTOM HOME
THEATER, L.L.C.; and DOES 1 through
50, inclusive,

Defendants.

Case No.: **37-2019-00070151-CU-OE-CTL**

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
2. Violation of Labor Code §§ 226.7, Wage Order 9 (Rest Period Violations);
3. Violation of Labor Code §§ 204, 510, 1194 (Failure to Pay All Wages, Including Minimum Wage and Overtime);
4. Violation of Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Labor Code §§ 226, subd. (a) and (e) (Failure to Issue Accurate Itemized Wage Statements);
6. Violation of Labor Code § 2802 (Failure to Indemnify for Expenditures or Losses in Discharge of Duties); and
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff DANIEL MORALES (“Plaintiff” or “Mr. Morales”), individually, and on behalf
2 of all similarly situated employees, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent. (“Plaintiff Class” or “Class Members.”) Plaintiff Class consists of all non-exempt,
6 hourly-paid employees, currently and/or formerly employed by Defendant WISEGUYS
7 CUSTOM HOME THEATER, L.L.C. (“Defendant” or “Wiseguys”), in the State of California
8 during the Class Period. The term “Class Period” is defined as four (4) years prior to the filing of
9 this complaint through judgment. Plaintiff reserves the right to amend this complaint to reflect a
10 different “Class Period” as further discovery is conducted. Plaintiff, individually, and on behalf
11 of Plaintiff Class, seeks relief against Defendant, for Defendant’s practices of violating the
12 applicable Industrial Welfare Commission Wage Orders, Code of Regulations, and Labor Codes,
13 including: (1) Violation of Labor Code sections 226.7, 512 (Meal Period Violations); (2)
14 Violation of Labor Code sections 226.7, Wage Order 9 (Rest Period Violations); (3) Violation of
15 Labor Code sections 204, 510, and 1194 (Recovery of Unpaid Minimum Wage and Overtime);
16 (4) Violation of Labor Code sections 201, 202, and 203 (Failure to Pay Wages Due at Separation
17 of Employment); (5) Violation of Labor Code sections 226, subd. (a) and (e) (Failure to Issue
18 Accurate Itemized Wage Statements); (6) Violation of Labor Code section 2802 (Failure to
19 Indemnify for Expenditures or Losses in Discharge of Duties); and (7) Violation of Business and
20 Professions Code sections 17200 et seq. (Unfair Business Practices).

21 2. These violations concern current and past employees of Defendant.

22 3. At all relevant times herein, Defendant has consistently maintained and enforced
23 against Plaintiff Class the unlawful practices and policies set forth herein.

24 **JURISDICTION AND VENUE**

25 4. Venue is proper in this judicial district and the County of San Diego, pursuant to
26 the Code of Civil Procedure sections 395 and 395.5, because the acts that give rise to the causes
27 of action alleged herein occurred in this county.

28 5. This Court has personal jurisdiction over Defendant because Defendant resides in,

is incorporated in, has its main place of business in, and/or conducts business in the State of California, and a substantial portion of the acts, omissions, events, and transactions constituting the causes of action alleged herein occurred within the State of California, and more specifically, in the County of San Diego. (Code Civ. Proc., § 410.10.)

6. The California Superior Court has jurisdiction of this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court; and upon information and belief, Plaintiff and Defendant are residents of and/or domiciled in the State of California. Further, there is no federal question at issue, as the issues herein are based on California statutes and law, including the Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, Code of Civil Procedure, California Rules of Court, and the Business and Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction to that this matter.

THE PARTIES

Plaintiff

7. Plaintiff DANIEL MORALES (“Plaintiff” or “Mr. Morales”) began his employment with Employer in or around July 2017, as non-exempt hourly employee until his termination in or around May 2019. Mr. Morales worked at Defendant’s Santee, California location. At all relevant times herein, Mr. Morales was employed by Defendant in a non-exempt, hourly position and as such was entitled to all applicable entitlements under California law, including minimum wage, overtime, meal and rest periods, and all applicable penalties from Defendant.

8. Each of the Plaintiff Class consists of identifiable, current, and/or former similarly situated persons who were employed by Defendant in California during the Class Period in a non-exempt, hourly position.

Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant WISEGUYS CUSTOM HOME THEATER, L.L.C. (“Defendant” or “Wiseguys”) is an Arizona

1 limited liability company operating as a Dish Network retailer of custom home theater setups.
2 Defendant operates in both California and Arizona, and was the employer of Plaintiff and Plaintiff
3 Class. On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting
4 business in good standing in California, and at all times herein mentioned has regularly conducted
5 business throughout the State of California.

6 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of
7 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
8 inclusive, but on information and belief, alleges that said Defendants are legally responsible for
9 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
10 capacities of the DOE Defendants when that information is ascertained.

11 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
13 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
14 are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint
15 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
16 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
17 the conduct described in this complaint.

18 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
19 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
20 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
21 below was acting, at least in part, within the course and scope of that authority as such agent,
22 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
23 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
24 are legally attributable to the other Defendants.

25 **ADMINISTRATIVE PREREQUISITES**

26 13. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
27 of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA")
28 and the employer notice of the Labor Code sections alleged to have been violated, and after

1 receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed
2 without notice from the LWDA.

3 14. On November 7, 2019, prior to the filing of this complaint, Plaintiff gave written
4 notice of the specified provisions alleged to have been violated, including the facts and theories
5 to support the alleged violations, as required by Labor Code section 2699.3. This written notice
6 was given via certified mail to Defendant(s), and to the LWDA by electronically filing the notice
7 via the Department of Industrial Relations website. Plaintiff was given a LWDA case number of
8 LWDA-CM-756149-19. A true and correct copy of Plaintiff's notice to the LWDA and
9 Defendant(s), dated November 7, 2019, is attached hereto as Exhibit A.

10 15. Under Labor Code section 2699.3, subdivision (a)(2)(C), "Notwithstanding any
11 other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a
12 cause of action arising under this part at any time within 60 days of the time periods specified in
13 this part." Therefore, Plaintiff intends to amend his complaint upon the expiration of the 65-day
14 period for the LWDA to provide notice of its intent to investigate Plaintiff's claims, if the LWDA
15 fails to provide notice.

16 **FACTUAL ALLEGATIONS**

17 16. Plaintiff and Plaintiff Class are, and all times relevant herein, have been non-
18 exempt employees within the meaning the Labor Code, and the implementing rules of the IWC
19 California Wage Orders.

20 17. Plaintiff was employed by Defendant in a non-exempt, hourly position during the
21 Relevant Time Period, which is herein defined as the four (4) years preceding the filing of this
22 complaint through date of entry of final judgment. Plaintiff reserves the right to amend the
23 Relevant Time Period to reflect a different time period as necessary.

24 18. During the Relevant Time Period, Plaintiff and the Plaintiff Class served in non-
25 exempt positions within Defendant's California facilities in order to fulfill Defendant's functions
26 of providing custom home theater services. For example, Mr. Morales worked as a Satellite
27 Technician, which involved functions such as satellite sales, maintenance, and installation.

28 19. During the Relevant Time Period, Mr. Morales alleges that he and Plaintiff Class

1 were often precluded from taking timely and uninterrupted meal and rest breaks in accordance
2 with California law due to the nature of their shifts. Mr. Morales and Plaintiff Class allege that
3 they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours
4 worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp.*
5 *v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) Mr. Morales specifically was told by
6 Employer that “Your lunch break is on the drive from one job to another.” However, Mr. Morales
7 and Plaintiff Class did not agree to take on-duty meal periods, and their job functions do not
8 warrant such an agreement.

9 20. As further support for their inability to take meal breaks, Mr. Morales and Plaintiff
10 Class were required to clock in and out using a phone application called “When I Work.”
11 However, for most, if not all, of the relevant time period, “When I Work” lacked a function to
12 clock in and out for meal periods.

13 21. When employees were prevented from taking timely and complete meal periods,
14 they did not receive premium pay as compensation for the missed meal period.

15 22. Mr. Morales further alleges that he and Plaintiff Class did not receive at least one
16 duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as
17 required by the Labor Code. Mr. Morales and Plaintiff Class were generally precluded from taking
18 rest periods due to Defendant’s failure to sufficiently staff shifts to provide relief and thereby
19 allow Mr. Morales and Plaintiff Class the opportunity to take rest breaks. When employees were
20 prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

21 23. Defendant failed to pay Mr. Morales and Plaintiff Class at the legally mandated
22 wage rates for all hours worked in violation of California law. Mr. Morales and Plaintiff Class
23 allege that Defendant would clock Mr. Morales and Plaintiff Class out if they were not actively
24 working (for example, using the restroom or waiting between job assignments), despite still being
25 under the direction and control of Defendant. This is contrary to California law, which requires
26 employees to be compensated for all time – even *de minimis* amounts – which they are under the
27 employer’s control. (*Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 845 [rejecting the Federal
28 *de minimis* doctrine].)

1 24. Additionally, Defendant required Mr. Morales and Plaintiff Class to work varying
2 degrees of “off the clock” work outside of when Mr. Morales and Plaintiff Class were clocked in,
3 thereby failing to compensate Mr. Morales and Plaintiff Class for these hours worked. For
4 example, Mr. Morales and Plaintiff Class were occasionally required by Defendant to make
5 deliveries outside of their regularly-scheduled shifts, while clocked out. Additionally, Mr.
6 Morales and Plaintiff Class were required to wear company uniforms, but were not compensated
7 for the time spent donning and doffing these uniforms.

8 25. As a result of the above, Defendant failed to provide compensation at least at a
9 minimum wage rate for all hours worked as required by the Labor Code. Defendant’s failure to
10 provide Mr. Morales and Plaintiff Class pay for all hours worked is a violation of California’s
11 minimum wage laws, as Mr. Morales and Plaintiff Class should have been provided at least the
12 applicable minimum wage for all hours worked.

13 26. Further, for any and all shifts in which Mr. Morales and Plaintiff Class worked at
14 least eight (8) hours per day and/or weeks in which Mr. Morales and Plaintiff Class worked at
15 least forty (40) hours per week, and/or all hours worked up to eight (8) on the seventh consecutive
16 day of work, all hours worked but not compensated were required to be compensated at a rate of
17 at least one-and-a-half times each employee’s base rate of pay. To the extent such hours exceeded
18 twelve (12) in one day and/or eight (8) on the seventh consecutive day worked, such hours were
19 required to be compensated at a rate of at least two times each employee’s base rate of pay.
20 Defendant’s failure to provide Mr. Morales and Plaintiff Class *any* pay whatsoever for the above
21 violations therefore necessarily resulted in overtime violations, in addition to the minimum wage
22 violations described above.

23 27. Mr. Morales and Plaintiff Class were required during most, if not all, of the
24 relevant time period to use their personal phone in order to communicate with Defendant (e.g. to
25 receive work assignments). Additionally, personal phones were used for the “When I Work” app
26 for functions such as clocking in and out of shifts. However, Mr. Morales and Plaintiff Class did
27 not receive reimbursement for the reasonable cost of using their personal phones for these
28 necessary business purposes.

1 28. Mr. Morales and Plaintiff Class were also required to purchase their own tools
2 used for their employment (including, but not limited to, tools used for satellite installation).
3 However, Defendant failed to reimburse Mr. Morales and Plaintiff Class for the cost of these
4 purchases.

5 29. Mr. Morales and Plaintiff Class were also required to purchase and maintain
6 uniforms bearing Defendant's logo, which they were required to wear as a condition of their
7 employment. However, Defendant failed to reimburse the purchase price and maintenance of
8 these uniforms.

9 30. Finally, as above, Mr. Morales and Plaintiff Class were also occasionally required
10 to perform "off the clock" work such as performing deliveries. However, Mr. Morales and
11 Plaintiff Class were required to utilize their personal vehicles for all "off the clock" work.
12 Defendant failed to reimburse the reasonable cost of using personal vehicles for these necessary
13 business purposes.

14 31. During Mr. Morales's and Plaintiff Class' employment, Mr. Morales and Plaintiff
15 Class occasionally lost and/or damaged equipment during the regular course and scope of their
16 employment. However, even when such losses and damages were not dishonest, willful, or
17 grossly negligent – as was the case for most, if not all such losses and damages – Defendant
18 nonetheless deducted the cost to repair or replace equipment from Mr. Morales's and Plaintiff
19 Class' wages.

20 32. By failing to include on Mr. Morales's and Plaintiff Class' pay stubs all rest and
21 meal break premium wages, reimbursement for all necessary business expenditures, and full
22 compensation for all hours worked, and by unlawfully deducting wages as described above,
23 Defendant failed to keep accurate payroll records and failed to provide Mr. Morales and Plaintiff
24 Class with complete and accurate wage statements.

25 33. As a further result of Defendant's failure to pay all wages owed as described
26 herein, Defendant also violated Labor Code sections 201, 202, and 203, due to its uniform policy,
27 practice, and procedure of failing to pay all wages earned to former employees at the time their
28 employment ended.

1 **CLASS ALLEGATIONS**

2 34. Plaintiff brings this action on behalf of herself and all other similarly situated
3 persons, as a class action pursuant to Code of Civil Procedure section 382.

4 35. Plaintiff's proposed class consists of and is defined as follows: all individuals
5 subject to any or all of the wage and hour violations as described above and herein, who worked
6 for Defendant in a California location in a non-exempt position during the period from four years
7 prior to the filing of this complaint through final judgment ("Relevant Time Period" or "Class
8 Period.")

9 36. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend
10 or modify the class description(s) with greater specificity or further division into subclasses or
11 limitation to particular issues.

12 37. This action has been brought and may be maintained as a class action pursuant to
13 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
14 litigation and because the proposed classes are easily ascertained by Defendant's personnel and
15 payroll records.

16 **Numerosity**

17 38. The potential members of the class as defined are so numerous that joinder of all
18 class members is impracticable. While the precise number of the Plaintiff Class is unknown,
19 Plaintiffs are informed and believes that Defendant has employed more than fifty (50) members
20 of the Plaintiff Class during the Class Period.

21 **Commonality**

22 39. There are common questions of law and fact arising out of Defendant's conduct,
23 as described herein, including, but not limited to:

- 24 a. Whether Defendant failed to pay all wages, including minimum and overtime
25 wages earned and due to Plaintiff and Plaintiff Class;
26 b. Whether Defendant failed, and continues to fail, to provide meal periods to
27 Class Members;
28 c. Whether Defendant failed, and continues to fail, to authorize and permit Class

- 1 Members to take rest periods;
- 2 d. Whether Defendant unlawfully deducted Plaintiff's and Class Members'
- 3 wages;
- 4 e. Whether Defendant failed to furnish to Plaintiff and Class Members wage
- 5 statements containing all information required by Labor Code section 226,
- 6 subdivision (a);
- 7 f. Whether Defendant was required to reimburse Plaintiffs and Class Members
- 8 for all necessary business expenditures;
- 9 g. Whether Defendant failed to pay all unpaid wages earned during the course of
- 10 their employment upon separation of employment; and
- 11 h. Whether Defendant engaged in unfair/unlawful business practices.

12 **Typicality**

13 40. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of

14 whom have incurred and/or will incur damages, as a result of Defendant's common course of

15 conduct and common policies and practices. The claims of Plaintiff are typical because Defendant

16 subjected all of its non-exempt employees to the identical violations of the IWC Wage Orders,

17 California Code of Regulations, Labor Code, and Business and Professions Code, among other

18 statutes.

19 **Adequacy of Representation**

20 41. Plaintiff will fairly and adequately represent and protect the interests of the

21 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's

22 attorneys are competent, well-versed, and experienced in litigating employment class actions and

23 other complex litigation matters.

24 **Superiority of Class Action**

25 42. Under the facts and circumstances set forth above, a class action is superior to any

26 other method available for both the fair and efficient adjudication of the rights of each class

27 member inasmuch as joinder of individual relatively small claims of Class Members is not

28 practical, and if each employee were required to file an individual lawsuit, the corporate defendant

1 would necessarily gain an unconscionable advantage since they would be able to exploit and
2 overwhelm the limited resources of each individual plaintiff. Requiring each Class Member to
3 pursue an individual remedy would also discourage the assertion of lawful claims by employees
4 fearful of retaliation and permanent damage to their careers at present and/or subsequent
5 employment. Further, the substantial risk of inconsistent or varying verdicts or adjudications with
6 respect to the individual Class Members against Defendant herein further support class
7 certification.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

10 **(Lab. Code, §§ 226.7 and 512)**

11 **(By Plaintiff against All Defendants)**

12 43. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
13 as if fully alleged.

14 44. Labor Code sections 226.7 and 512 provide that no employer shall employ any
15 person for a work period of more than five (5) hours without providing a meal period
16 uninterrupted by work duties of not less than thirty (30) minutes, or employ any person for a work
17 period of more than ten (10) hours without a second meal period of not less than thirty (30)
18 minutes.

19 45. Labor Code section 226.7 provides that if an employer fails to provide an
20 employee a meal period in accordance with this section, the employer shall pay the employee one
21 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
22 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
23 legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not
24 relieving employees from all work duties during meal periods thereby preventing employees from
25 taking legally compliant meal periods.

26 46. At all times relevant hereto, Plaintiff and Plaintiff Class have worked shifts of
27 more than five (5) hours in a workday.

28 47. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class are entitled to

1 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed
2 meal break, in an amount to be proven at trial.

3 48. At varying times relevant hereto, Plaintiff and Plaintiff Class have worked shifts
4 more than ten (10) hours in a workday.

5 49. Pursuant to Labor Code section 226.7, Plaintiff individually, and on behalf of the
6 Plaintiff Class, request recovery of meal period compensation which they are owed beginning
7 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
8 against the Defendants, and each of them, in a sum as provided by the Labor Code and/or other
9 statutes. Pursuant to Labor Code section 218.5, Code of Civil Procedure section 1021.5, and any
10 other provision of law, Plaintiff requests the court award reasonable attorneys' fees and costs
11 incurred by them in this action.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

14 **(Lab. Code, § 226.7)**

15 **(By Plaintiff against All Defendants)**

16 50. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
17 as if fully alleged.

18 51. Labor Code section 226.7 provides that employers authorize and permit all
19 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or
20 major fraction thereof.

21 52. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
22 provide and employee rest periods in accordance with this section, the employer shall pay the
23 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
24 that the rest period is not provided. Plaintiff and Plaintiff Class consistently worked over four (4)
25 hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

26 53. Defendant failed to reasonably make available rest breaks to Plaintiff and Plaintiff
27 Class throughout the Class Period.

28 54. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1)

hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Labor Code section 218.5, Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(Lab. Code, §§ 204, 206, 510, 1194, 1194.2, 1197, 1197.1, and 1182.12)

(By Plaintiff against All Defendants)

55. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged.

56. Any employee receiving less than the legal minimum wage or legal overtime compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees, and costs of suit. (Lab. Code, § 1194, subd. (a).)

57. Labor Code section 1182.12 provides that on and after July 1, 2014, the minimum wage for all industries shall not be less than nine dollars (\$9.00) per hour, and on and after January 1, 2016, the minimum wage for all industries shall not be less than ten (\$10.00) per hour. For employers who employed 26 or more people from January 1, 2017 to December 31, 2017, the minimum wage rate in California was ten dollars and fifty cents (\$10.50) per hour. From January 18, 2018 to December 31, 2018, the minimum wage rate in California was eleven dollars (\$11.00) per hour. Plaintiff is informed and believes Defendant employed more than 26 employees.

58. Notwithstanding any other provision of the Labor Code, hourly minimum wage rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

59. In any action to recover payment of wages less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

60. Any work in excess of eight (8) hours in any workday and any work in excess of forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess

of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).)

61. All wages earned in employment are due and payable twice during each calendar month on dates designated in advance by the employer. (Lab. Code, § 204.)

62. In case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

63. Notwithstanding any other provision of the Labor Code, hourly minimum wage rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay an employee no less than the minimum wage for each hour worked. (Lab. Code, § 1194.)

64. In any action to recover payment of wages less than the minimum wage, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

65. Plaintiff and Plaintiff Class regularly worked over eight (8) hours per day and forty (40) hours per week. Defendant failed to pay Plaintiff, and Plaintiff Class all minimum wage, overtime premiums, and/or double-time premiums for all hours worked in excess of over eight (8) hours per day and/or forty (40) hours per week for work performed for Defendant. Plaintiff and Plaintiff Class were not paid all wages earned. Pursuant to Labor Code sections 510, 1182.12, and 1194, the Plaintiff Class seeks the payment of all minimum wage, overtime, and/or double-time compensation which they earned and accrued four (4) years prior to filing this complaint, according to proof.

66. Further, Defendant has regularly violated the Labor Code with respect to meeting the requirements of paying wages earned, by failing to include all remuneration when calculating the Plaintiff and Plaintiff Class' regular rate of pay for purposes of paying overtime and/or double time.

67. Additionally, Plaintiff and Plaintiff Class are entitled to liquidated damages, attorneys' fees, costs pursuant to Labor Code sections 218.5 and 1194, and prejudgment interest.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES OF TERMINATED OR RESIGNED EMPLOYEES**

3 **(Lab. Code, §§ 201, 202, 203)**

4 **(By Plaintiff against All Defendants)**

5 68. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
6 as if fully alleged herein.

7 69. Plaintiff is informed and believes, and thereon alleges, that as part of Defendant's
8 ongoing unfair business practices, Defendant failed to pay all employees all wages earned during
9 their employment at the time of their separation in violation of Labor Code sections 200 and 201.

10 70. Labor Code section 201 provides that an employer is required to pay an employee
11 whose employment is terminated by the employer all wages earned and unpaid immediately upon
12 termination.

13 71. Labor Code section 202 requires an employer pay to an employee who quits his or
14 her employment, all wages earned and unpaid no later than 72 hours thereafter.

15 72. Labor Code section 203 provides that an employer who fails to pay all wages
16 earned and due an employee who is discharged or who quits within the timeframe set forth in
17 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at
18 the same rate of pay until paid, but not more than 30 days. In other words, the employer owes the
19 employee his or her daily rate of pay at their regular rate of pay for each day the full amount of
20 unpaid wages is not paid, for a penalty of up to 30 days' wages.

21 73. Plaintiff and members of the Plaintiff Class who terminated employment within
22 four (4) years of the filing of this complaint until the date of entry of judgment, without being
23 paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as
24 waiting time penalties.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS**

3 **(Lab. Code, §§ 226, 1174)**

4 **(By Plaintiff against All Defendants)**

5 74. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
6 as if fully alleged herein.

7 75. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage
8 Orders provide that employers must keep records and provide employees with itemized wage
9 statements showing all hours worked and each applicable rate of pay in effect during the pay
10 period with the corresponding number of hours worked at each hourly rate.

11 76. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
12 location in California or at the plant or establishment at which the employee is employed, payroll
13 records showing the hours worked daily, and the wages paid to each employee. Labor Code
14 section 226, subdivision (a), requires an employer to provide employees—either as a detachable
15 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
16 paid by personal check or cash—an accurate itemized wage statement in writing, including
17 specified information, including, but not limited to: (1) gross wages earned; (2) total hours worked
18 by the employee...(5) net wages earned... and (9) all applicable hourly rates of pay and
19 corresponding number of hours. Labor Code section 226, subdivision (e), provides that if an
20 employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross
21 and net wages earned, the total hours worked by the employee and the applicable hourly overtime
22 rates, causing the employee injury, then the employee is entitled to recover the greater of all actual
23 damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for
24 each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and
25 believes, and based thereon alleges, that Defendant willfully failed to make or keep accurate
26 records for Plaintiff and Plaintiff Class.

27 77. The IWC Wage Orders require that every employer shall keep accurate
28 information with respect to each employee, including time records showing when each employee

1 begins and ends each work period, the total daily hours worked by each employee, and the total
2 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and
3 believes, and based thereon alleges, that Defendant willfully and intentionally failed to make
4 and/or keep records which accurately reflect the hours worked by Plaintiff and Plaintiff Class.
5 Specifically, Plaintiff believes that Defendant's records: (1) failed to include the proper overtime
6 rate of pay for hours worked over eight (8) in a day or forty (40) in a week.

7 78. An employee is deemed to suffer injury if the employer fails to provide an accurate
8 wage statement containing all of the required information set forth in Labor Code section 226,
9 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper
10 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
11 employees to determine whether they were paid all wages due without complicated calculations
12 and/or reconstruction of records required to be maintained by the employer.

13 79. For each employee suffering an injury as a result of Defendant's knowing and
14 intentional failure to provide an accurate, itemized wage statement, the employee is entitled to
15 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
16 a violation occurs, and one hundred dollars (\$100.00) per employee for each violation in a
17 subsequent pay period. Plaintiff alleges the "initial violation" occurs in the pay period following
18 receipt of the letter sent by Plaintiff to the LWDA in notifying the employer of the potential
19 violations.

20 80. Plaintiff is informed and believe that Defendant's failure to keep accurate payroll
21 records, as described above, violated Labor Code section 1174, subdivision (d), and section 226,
22 subdivision (a), and the applicable Wage Order. Plaintiff intends to seek penalties under Labor
23 Code section 2699, subdivision (f)(2), Plaintiff and the Plaintiff Class are entitled to penalties of
24 \$100.00 for the initial violation, and \$200.00 for each subsequent violation, for every pay period
25 during which these records and information were not kept by Defendant.

26 81. Plaintiff is informed and believes that Defendant's failure to keep and maintain
27 accurate records and information and provide to Plaintiff and Class Members accurate itemized
28 wage statements, as described above, was knowing and intentional, and Plaintiff and Plaintiff

1 Class are entitled to statutory penalties for each pay period in which a violation occurred. Plaintiff
2 further seeks recovery of attorneys' fees and costs pursuant to Labor Code section 226,
3 subdivision (e), and as otherwise permitted by law.

4 **SIXTH CAUSE OF ACTION**

5 **INDEMNIFICATION FOR EXPENDITURES OR LOSSES IN DISCHARGE OF**
6 **DUTIES**

7 **(Lab. Code, § 2802)**

8 **(By Plaintiff against All Defendants)**

9 82. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
10 as if fully alleged herein.

11 83. Defendant failed to indemnify Plaintiff and Plaintiff Class for all necessary
12 expenditures or losses incurred by Plaintiff and Plaintiff Class in direct consequence of the
13 discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff and Plaintiff Class
14 for expenditures they incurred on their behalf, including, but not limited to: failing to reimburse
15 Plaintiff and Plaintiff Class for the cost and maintenance of uniforms bearing Defendant's logo,
16 usage of personal vehicles, usage of personal cell phones, and purchase of tools.

17 84. Defendant has not reimbursed Plaintiff and Plaintiff Class for all expenditures.
18 Plaintiff and Plaintiff Class are therefore entitled to be paid damages, attorneys' fees, costs, and
19 interest pursuant to Labor Code section 2802, subdivisions (b) and (c), as well as all statutory
20 penalties against Defendant in accordance with Labor Code section 2802, subdivision (d).

21 **SEVENTH CAUSE OF ACTION**

22 **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

23 **(Bus. and Prof. Code, §§ 17200 et seq.)**

24 **(By Plaintiff against All Defendants)**

25 85. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
26 as if fully alleged herein.

27 86. Plaintiff brings this claim individually and on behalf of Class Members.

28 87. Business and Professions Code section 17200 ("UCL") prohibits unfair

1 competition in the form of any unlawful, unfair, or fraudulent business act or practice.

2 88. Business and Professions Code section 17204 allows “any person who has suffered
3 injury in fact and has lost money or property as a result of such unfair competition” to prosecute
4 a civil action for violation of the UCL.

5 89. Labor Code section 90.5, subdivision (a), states it is the public policy of California
6 to vigorously enforce minimum labor standards in order to ensure employees are not required to
7 work under substandard and unlawful conditions, and to protect employers who comply with the
8 law from those who attempt to gain competitive advantage at the expense of their workers by
9 failing to comply with minimum labor standards.

10 90. Beginning at an exact date unknown to Plaintiff, but at least since the date four
11 years prior to the filing of this complaint, Defendant has committed acts of unfair competition as
12 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent
13 business practices and acts described in this complaint, including, but not limited to, violations of
14 Labor Code sections 201, 202, 2013, 226, 510, 1174, 1194 and 2802, as well as other statutes.

15 91. The violations of these laws and regulations, as well as of fundamental California
16 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
17 Business and Professions Code sections 17200 et seq.

18 92. As a result of these actions, Plaintiff, on information and belief, alleges that
19 Defendant is able to unfairly compete with other comparable companies in the State of California
20 in violation of Business and Professions Code sections 17000 et. seq. and sections 17200 et. seq.
21 Due to these unlawful, unfair, and/or fraudulent business practices, Defendant has gained a
22 competitive advantage over other comparable companies doing business in the State of California.

23 93. The victims of these unlawful, unfair, and/or fraudulent business practices include,
24 but are not limited to, Plaintiff, putative class members, competing trucking companies in the
25 State of California, and the general public. Plaintiff is informed and believes, and based thereon
26 alleges, that Defendant performed the above-mentioned acts with the intent of gaining an unfair
27 competitive advantage and thereby injuring Plaintiff, putative class members, other competitors,
28 and the general public.

1 94. Plaintiff's success in this action will enforce important rights affecting the public
2 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
3 of himself.

4 95. Business and Professions Code sections 17203 provides that a court may make
5 such orders or judgments as may be necessary to prevent the use or employment by any person
6 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate
7 to prevent Defendant from repeating their unlawful, unfair, and fraudulent business acts and
8 business practices alleged above.

9 96. Business and Professions Code section 17203 provides that the Court may restore
10 to any person in interest, any money or property that may have been acquired by means of such
11 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business
12 and Professions Code section 17203 for wages and payments unlawfully withheld from
13 employees, including the fair value of the meal and rest periods and other losses alleged herein,
14 during the four-year period prior to the filing of this complaint. All remedies are cumulative
15 pursuant to Business and Professions Code section 17205.

16 97. Business and Professions Code section 17202 provides: "Notwithstanding section
17 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
18 forfeiture, or penal law in a case of unfair competition." Plaintiff and Plaintiff Class are entitled
19 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
20 Professions Code section 17202.

21 98. Plaintiff requests injunctive relief pursuant to Business and Professions Code
22 section 17203 to enjoin Defendant from continuing the unfair/unlawful business practices alleged
23 herein.

24 99. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is
25 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
26 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to
27 pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to
28 Code of Civil Procedure section 1021.5 and others.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 3 1. That the Court determine that this action may be maintained as a class action under
4 Code of Civil Procedure section 382;
- 5 2. The Court appoint Plaintiff as Class Representative;
- 6 3. The Court appoint Mahoney Law Group, APC as class counsel;
- 7 4. For compensatory and statutory damages;
- 8 5. For restitution of all monies due to Plaintiff and Plaintiff Class from the
9 unlawful/unfair business practices of Defendant;
- 10 6. For injunctive relief;
- 11 7. For statutory and civil penalties according to proof;
- 12 8. For reasonable attorneys' fees and costs pursuant to Labor Code section 226,
13 subdivision (e), section 218.5, and section 1194; Code of Civil Procedure section 1021.5, and/or
14 other applicable laws statutes; and
- 15 9. That the Court award such other and further relief as this Court may deem
16 appropriate.

17
18 Dated: March 9, 2020

MAHONEY LAW GROUP, APC

19
20 By: /s/ Joshua D. Klein
Joshua D. Klein, Esq.
21 Attorney for Plaintiff DANIEL MORALES,
22 as an individual and on behalf of all
23 similarly situated employees
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Dated: March 9, 2020

By: /s/ Joshua D. Klein
Joshua D. Klein, Esq.
Attorney for Plaintiff DANIEL MORALES,
as an individual and on behalf of all
similarly situated employees

Exhibit A



Joshua D. Klein, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
jklein@mahoney-law.net

November 7, 2019

VIA CERTIFIED ELECTRONIC MAIL

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAFilings@dir.ca.gov

VIA U.S. MAIL & CERTIFIED MAIL# 7019 0700 0001 7488 4147

Return Receipt Requested

Wiseguys Custom Home Theater, L.L.C.
3405 North Belmont Mine Place
Tucson, AZ 85745

Re: *Daniel Morales v. Wiseguys Custom Home Theater, L.L.C.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Wiseguys Custom Home Theater, L.L.C.

From: Daniel Morales, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Daniel Morales ("Mr. Morales" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Wiseguys Custom Home Theater, L.L.C. ("Wiseguys" or "Employer") is an Arizona limited liability company operating as a Dish Network retailer of custom home theater setups. The Employer operates in both California and Arizona. Mr. Morales began his employment with Employer in or around July 2017 as a Satellite Technician until his termination in or around May 2019.

Mr. Morales alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1174, 1194, and 2802, as well as violations of

the applicable Wage Order, by failing to provide Mr. Morales and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to reimburse all necessary business expenditures, unlawfully deducting employee wages, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Mr. Morales and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

Wiseguys failed to provide Mr. Morales and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Morales alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Mr. Morales and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) Mr. Morales specifically was told by Employer that “Your lunch break is on the drive from one job to another.” However, Mr. Morales and other aggrieved employees did not agree to take on-duty meal periods, and their job functions do not warrant such an agreement.

As further support for their inability to take meal breaks, Mr. Morales and other aggrieved employees were required to clock in and out using a phone application called “When I Work.” However, for most, if not all, of the relevant time period, “When I Work” lacked a function to clock in and out for meal periods.

When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

Mr. Morales further alleges that he and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Mr. Morales and other aggrieved employees were generally precluded from taking rest periods due to Employer’s failure to sufficiently staff shifts to provide relief and thereby allow Mr. Morales and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Employer’s failure to provide meal and rest periods, or premium compensation in lieu thereof, is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and the applicable Wage Order.

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Wiseguys failed to pay Mr. Morales and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Mr. Morales and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Mr. Morales and other aggrieved employees allege that Employer would clock Mr. Morales and other aggrieved employees out if they were not actively working (for example, using the restroom or waiting between job assignments), despite still being under the direction and control of Employer. This is contrary to California law, which requires employees to be compensated for all time – even *de minimis* amounts – which they are under the employer’s control. (*Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 845 [rejecting the Federal *de minimis* doctrine].)

Additionally, Employer required Mr. Morales and other aggrieved employees to work varying degrees of “off the clock” work outside of when Mr. Morales and other aggrieved employees were clocked in, thereby failing to compensate Mr. Morales and other aggrieved employees for these hours worked. For example, Mr. Morales and other aggrieved employees were occasionally required by Employer to make deliveries outside of their regularly-scheduled shifts, while clocked out. Additionally, Mr. Morales and other aggrieved employees were required to wear company uniforms, but were not compensated for the time spent donning and doffing these uniforms.

As a result of the above, Employer failed to provide compensation at least at a minimum wage rate for all hours worked as required by the Labor Code. Employer’s failure to provide Mr. Morales and other aggrieved employees pay for all hours worked is a violation of California’s minimum wage laws, as Mr. Morales and other aggrieved employees should have been provided at least the applicable minimum wage for all hours worked.

Further, for any and all shifts in which Mr. Morales and other aggrieved employees worked at least eight (8) hours per day and/or weeks in which Mr. Morales and other aggrieved employees worked at least forty (40) hours per week, and/or all hours worked up to eight (8) on the seventh consecutive day of work, all hours worked but not compensated were required to be compensated at a rate of at least one-and-a-half times each employee’s base rate of pay. To the extent such hours exceeded twelve (12) in one day and/or eight (8) on the seventh consecutive day worked, such hours were required to be compensated at a rate of at least two times each employee’s base rate of pay. Employer’s failure to provide Mr. Morales and other aggrieved employees *any* pay whatsoever for the above violations therefore necessarily resulted in overtime violations, in addition to the minimum wage violations described above.

Employer’s failure to pay minimum wage and applicable overtime rates to Mr. Morales and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194, and the applicable Wage Order.

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Wiseguys failed to compensate Mr. Morales and other aggrieved employees for all necessary business expenditures incurred during their employment

Mr. Morales and other aggrieved employees were required during most, if not all, of the relevant time period to use their personal phone in order to communicate with Employer (e.g. to receive work assignments). Additionally, personal phones were used for the “When I Work” app for functions such as clocking in and out of shifts. However, Mr. Morales and other aggrieved employees did not receive reimbursement for the reasonable cost of using their personal phones for these necessary business purposes.

Mr. Morales and other aggrieved employees were also required to purchase their own tools used for their employment (including, but not limited to, tools used for satellite installation). However, Employer failed to reimburse Mr. Morales and other aggrieved employees for the cost of these purchases.

Mr. Morales and other aggrieved employees were also required to purchase and maintain uniforms bearing Employer’s logo, which they were required to wear as a condition of their employment. However, Employer failed to reimburse the purchase price and maintenance of these uniforms.

Finally, as above, Mr. Morales and other aggrieved employees were also occasionally required to perform “off the clock” work such as performing deliveries. However, Mr. Morales and other aggrieved employees were required to utilize their personal vehicles for all “off the clock” work. Employer failed to reimburse the reasonable cost of using personal vehicles for these necessary business purposes.

Employer’s failure to provide complete – or indeed *any* – compensation for all necessary business expenditures incurred by Mr. Morales and other aggrieved employees in direct consequence of their duties to Employer is actionable under PAGA as a violation of Labor Code section 2802 and the applicable Wage Order.

Wiseguys unlawfully deducted Mr. Morales and other aggrieved employees’ wages

During Mr. Morales’ and other aggrieved employees’ employment, Mr. Morales and other aggrieved employees occasionally lost and/or damaged equipment during the regular course and scope of their employment. However, even when such losses and damages were not dishonest, willful, or grossly negligent – as was the case for most, if not all such losses and damages – Employer nonetheless deducted the cost to repair or replace equipment from Mr. Morales’ and other aggrieved employees’ wages.

Employer’s unlawful deduction is a direct violation of the applicable Wage Order (*see, e.g.,* Wage Order 4-2001, subd. (8)) and therefore actionable under PAGA.

Wiseguys failed to provide Mr. Morales and other aggrieved employees compliant wage statements, and failed to pay all wages earned at the time their employment ended

By failing to include on Mr. Morales' and other aggrieved employees' pay stubs all rest and meal break premium wages, reimbursement for all necessary business expenditures, and full compensation for all hours worked, and by unlawfully deducting wages as described above, Employer failed to keep accurate payroll records and failed to provide Mr. Morales and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Morales becomes aware of additional compensation owed or losses incurred by Mr. Morales or by any other aggrieved employee of the Employer, Mr. Morales expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Joshua D. Klein, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jklein@mahoney-law.net

Sincerely,



Joshua D. Klein, Esq.

MAHONEY LAW GROUP, APC