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

DANIEL ESTRADA,

Plaintiff,

vs.

ALLEN GWYNN CHEVROLET, INC.;
STEVE W. BACON; JAMES V. BACON
SR.; NANCY REYNOLDS; and DOES 1 to
25, inclusive,

Defendants.

CASE NO.: 21STCV11667

COMPLAINT FOR DAMAGES FOR:

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

1)
2) **16) VIOLATION OF BUSINESS AND**
3) **PROFESSIONS CODE SECTION**
4) **17200**

5)
6) **JURY TRIAL DEMANDED**
7)
8)
9)
10)

11 COMES NOW Plaintiff, DANIEL ESTRADA (hereinafter "Plaintiff"), and alleges as
12 follows:
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14 **PARTIES, JURISDICTION, and VENUE**

15 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
16 County of Los Angeles in this judicial district because Defendants ALLEN GWYNN
17 CHEVROLET, INC.; STEVE W. BACON; JAMES V. BACON SR.; NANCY REYNOLDS
18 and DOES 1 to 25, inclusive, (hereinafter collectively known as "Defendants"), do business in
19 the County of Los Angeles, and because Defendants' obligations and liabilities arise therein,
20 and because the work that was performed by Plaintiff in the County of Los Angeles is the
21 subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

23 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
24 ALLEN GWYNN CHEVROLET, INC. is a California corporation, doing business in the
25 County of Los Angeles, State of California, and which employed Plaintiff.

26 4. Defendants STEVE W. BACON, JAMES W. BACON SR. and NANCY REYNOLDS
27 are all individuals, who at all relevant times and on information and belief resided in Los
28 Angeles County, California. Plaintiff is informed and believes that STEVE W. BACON,
JAMES W. BACON SR. and NANCY REYNOLDS were acting on behalf of and were the
managing agents and owners of ALLEN GWYNN CHEVROLET, INC. Plaintiff is informed

1 and believes and thereon alleges that these aforementioned individuals controlled the wages,
2 hours, and working conditions of Plaintiff and other similarly situated aggrieved employees
3 and are therefore being included in this complaint pursuant to California Labor Code section
4 558.1. ALLEN GWYNN CHEVROLET, INC. and the individual defendants are collectively
5 referred to herein as “ALLEN GWYNN” or “Defendant(s)”.

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

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

18 **GENERAL ALLEGATIONS**

19 7. Plaintiff started working for ALLEN GWYNN approximately 13 or 14 years ago.
20 Plaintiff’s latest job title was as the “Internet Manager”. Plaintiff was classified as an hourly
21 employee and earned \$16 per hour as well as a commission.

22 8. It is important to note that Plaintiff and others’ commission arrangement was changed
23 without a written agreement wherein Plaintiff and others started receiving a flat rate amount for
24 each sale (especially of a particular Corvette model – the C8) instead of their typical 20%
25 arrangement. The latter translates into Plaintiff and others not being paid based on the value of
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1 what they sold, which is technically not a “commission” payment pursuant to Labor Code
2 Section 204.1 but is a piece-rate type arrangement. Plaintiff and others were paid on a
3 biweekly basis.
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5 9. ALLEN GWYNN has committed the below labor code violations against Plaintiff and
6 other hourly, non-exempt employees, including technicians. In the case of Huff v. Securitas
7 Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security
8 guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security
9 provider. After about a year of employment, Huff resigned. Huff then filed suit against
10 Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code
11 requiring immediate payment of wages upon termination of employment and weekly payment
12 of wages to temporary employees. The trial court determined Huff was not a temporary
13 employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a
14 motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then
15 appealed the grant of a new trial.

16 10. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor
17 Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA
18 statute only allows the PAGA representative to sue for violations that the representative has
19 personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit
20 on behalf of themselves and others. The statute also states that an “aggrieved employee” is
21 “any person who was employed by the alleged violator and against whom one or more of the
22 alleged violations was committed.” Because at least one of the violations that Huff had alleged
23 had affected him personally, the Court of Appeal denied Securitas’ motion.

24 11. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
25 other employees, it allows for suits broader than the specific violations the named employee
26 experienced. Therefore, even if the employee did not personally experience the Labor Code
27 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
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1 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
2 other hourly employees, including hourly non-exempt employees.

3 12. Pursuant to California Industrial Welfare Commission Order No. 4-2001/7-2001, Section
4 9(B), “When tools or equipment are required by the employer or are necessary to the
5 performance of a job, such tools and equipment shall be provided and maintained by the
6 employer, except that an employee whose wages are at least two (2) times the minimum wage
7 provided herein may be required to provide and maintain hand tools and equipment customarily
8 required by the trade or craft.” ALLEN GWYNN unequivocally required its employees, their
9 service technicians, and others, to provide their own tools. The latter was company policy. As
10 such, ALLEN GWYNN violated the aforementioned IWC Wage Order(s) in that ALLEN
11 GWYNN required its technicians and other employees to provide and maintain hand tools and
12 equipment customarily required by the trade but did NOT compensate these employees at least
13 two (2) times the minimum wage.

14 13. Further, ALLEN GWYNN did not provide Plaintiff and other aggrieved employees with
15 compensation for all hours worked and did not pay Plaintiff and others the minimum wages to
16 which they were entitled for work performed “off the clock” pursuant to California Labor Code
17 sections 1194, 1197 and 1197.1.

18 14. Additionally, California Labor Code section 226.2, effective January 1, 2016, provides
19 that employees shall be compensated for rest and recovery periods and other non-productive time
20 separate from any piece-rate compensation. Section 226.2 further requires that employees must
21 be compensated for these time periods at a rate no less than the highest federal, state, or local
22 minimum wage that is applicable to the employment. ALLEN GWYNN did not fully and
23 accurately compensate Plaintiff and all similarly situated aggrieved employees for rest and
24 recovery periods and other non-productive time separate from any piece-rate compensation.
25 As alluded to above, ALLEN GWYNN unilaterally changed Plaintiff’s and others’ commission
26 arrangement on certain vehicles without putting it in writing, thus, not paying Plaintiff and others
27 their full and complete wages. Moreover, Plaintiff would often work “off the clock” in that when
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1 Plaintiff would get to work, he would have customers waiting for him. As such, he would have
2 to help those customers before clocking in. Additionally, it is important to note that management
3 unequivocally knew that Plaintiff and others would work “off the clock”, especially as it related
4 to meal breaks. Plaintiff and other employees would be asked to “clock out” by management but
5 then continue working through their meal periods.

6 15. ALLEN GWYNN also violated Labor Code §510 because it failed to pay the technicians
7 similarly the correct amount of overtime (based on a base pay rate of twice the minimum wage),
8 even though they worked more than 8 hours per day and/or 40 hours per week throughout their
9 employment. Moreover, for the commissioned employees such as Plaintiff, ALLEN GWYNN
10 failed to pay overtime during pay periods during which Plaintiff and other salespersons did not
11 meet the inside salesperson exemption in that they did not earn one-and-a-half times the
12 minimum wage during a particular pay period and more than half of their wages for that
13 particular pay period were not from commission/sales. Moreover, during those particular pay
14 periods wherein the inside salesperson exemption did not apply, ALLEN GWYNN did not factor
15 in the commission payments and any bonuses in deciphering Plaintiff’s regular rate of pay for
16 purposes of figuring out the overtime rate of pay.

17 16. ALLEN GWYNN violated Labor Code §§ 512 and 226.7 as well as the applicable
18 Industrial Welfare Commission (IWC) Wage Order (no. 4 or 7) because it failed to provide
19 Plaintiff and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted
20 meal periods for every five (5) hours of work throughout their employment, and Plaintiff did not
21 validly waive said meal periods. ALLEN GWYNN did not completely relieve Plaintiffs of all
22 duties during said meal periods. ALLEN GWYNN did not pay to Plaintiff one additional hour
23 of pay at Plaintiff’s regular rate of compensation for each workday that one or more statutory
24 meal periods was not provided. There were certainly times when Plaintiff would not receive a
25 meal break at all and would skip it altogether. Moreover, when Plaintiff did in fact receive a
26 meal break, it would at times be taken after the fifth hour worked. Furthermore, Plaintiff and
27 others did not receive a second meal break on those days wherein Plaintiff and others worked
28 more than 10 hours. Furthermore, during his employment tenure, Plaintiff would often work

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2 through his meal period as he was asked by management to “clock out” and continue working.
3 In fact, the procedure was for Plaintiff and others to pencil in breaks even though they were not
4 taking statutory breaks. “Art Moradian” and “Jimmy Bacon”, who were in management, would
5 instruct Plaintiff and others to pencil in the breaks even though they were not being taken.

6 17. ALLEN GWYNN violated Labor Code § 226.7 as well as the applicable IWC Wage
7 Order (no. 4 or 7) because it failed to provide Plaintiff and other similarly situated aggrieved
8 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
9 throughout their employment. ALLEN GWYNN did not completely relieve Plaintiff of all duty
10 during said rest periods. ALLEN GWYNN did not pay to Plaintiff one additional hour of pay at
11 Plaintiff’s regular rate of compensation for each workday that one or more statutory rest periods
12 was not provided. It was not company policy and not part of the company culture for employees
13 such as Plaintiff and others to take rest breaks. As such, the culture at ALLEN GWYNN did not
14 lend itself to the employees receiving statutory breaks wherein they were relieved of all work
15 duties. It was the normal practice and custom of ALLEN GWYNN not to authorize, permit, and
16 enforce statutory rest periods. As such, the environment and culture at ALLEN GWYNN was
17 not conducive to receiving statutory rest breaks under California law.

18 18. Furthermore, during the relevant time period, ALLEN GWYNN failed to pay Plaintiff
19 and other similarly situated aggrieved employees all wages due to them within any time period
20 specified by California Labor Code section 204.

21 19. ALLEN GWYNN was also in violation of California Labor Code section 226(a) by
22 failing to include pertinent information on the wage statements, including but not limited to, the
23 correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, correct
24 amount of pay for non-productive time, gross wages earned, premium pay for missed meal and
25 rest breaks, all deductions, net wages earned, and reimbursement for business expenses, among
26 others. This is so partly because ALLEN GWYNN did not compensate a certain number of its
27 employees at least two (2) times the minimum wage despite requiring its technician employees
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1 to provide and maintain hand tools and equipment. Moreover, ALLEN GWYNN had the
2 incorrect commission arrangement on Plaintiff and other salespersons' pay stubs as some of the
3 paystubs had noted a flat fee commission structure for certain vehicles. As such, ALLEN
4 GWYNN did not provide Plaintiff and other similarly situated aggrieved employees with
5 complete, accurate itemized wage statements.

6 20. ALLEN GWYNN violated Labor Code § 203 because it willfully failed to pay other
7 similarly situated aggrieved employees earned and due wages upon separation of employment,
8 either immediately upon involuntary termination, or within 72 hours of resignation. After
9 aggrieved employees stopped working at ALLEN GWYNN and after their employment with
10 ALLEN GWYNN ended, ALLEN GWYNN failed and refused to pay all wages earned and due
11 immediately upon separation. These earned but unpaid wages include the unpaid minimum
12 wages/compensation for all hours worked including non-productive time, overtime, premium
13 pay for missed meal and rest breaks, and business expense reimbursement, among others.

14 21. During the relevant time period, ALLEN GWYNN also failed to keep accurate and
15 complete payroll records showing the correct wages paid (for instance, twice the minimum wage
16 and the correct overtime compensation) to Plaintiff and other aggrieved employees, including
17 technicians, pursuant to California Labor Code sections 1174(d).

18 22. Alternatively, during the relevant time period, Plaintiff and other aggrieved employees
19 incurred necessary, business-related expenses and costs that were not reimbursed by ALLEN
20 GWYNN. These costs include, but are not limited to, the purchase of tools to use in carrying out
21 their duties as technicians. Additionally, Plaintiff and other similarly situated aggrieved
22 employees had to use their personal cell phones for work purposes, including being required by
23 "Hosan" and "Art Moradian" to download cell phone applications on their personal cell phones,
24 including "Dealer Socket", "Inventory Plus", and "DSA". Accordingly, ALLEN GWYNN was
25 in violation of California Labor Code sections 2800 and 2802.

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FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

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

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

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

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

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

Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

33. During his employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

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

35. For all hours worked by Plaintiff for which he was paid less than the minimum wage

1 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
2 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
3 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
4 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

18 55. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
19 sustained damages, including loss of earnings, in an amount to be established at trial. As a
20 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
21 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
22 and attorney's fees pursuant to statute.

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

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FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

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

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

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

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

trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 558

(California Labor Code Section 558)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

2 74. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
3 under the statutes, regulations, and wage orders alleged in this cause of action along with any
4 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

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

13 77. Labor Code section 1174(d) requires that employers, including Defendants, maintain
14 accurate records showing the hours worked daily by its employees and to whom wages were
15 paid.
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17 78. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
18 employer, including Defendants, to keep accurate information with respect to each one of their
19 employees including, but not limited to, the total wages paid each payroll period, and time
20 records showing when the employee begins and ends each work period, meal periods, split
21 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
22 the applicable rates of pay.

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

28 80. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and

continues to suffer substantial losses related to Defendants' failure to record and maintain records of meal and rest periods as well as time records.

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

NINTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

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

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

- a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or 11070(12)(A), which provide that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or 11070(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional

violation thereafter per employee; and

- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

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

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

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

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

TENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

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

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

- 2 a. California Labor Code section 512(a), which requires that employees be given a 30-
- 3 minute uninterrupted meal break after five (5) hours of work, and a second
- 4 uninterrupted meal break after ten (10) hours of work;
- 5 b. California Labor Code section 226.7, which states that (a) no employer shall require
- 6 any employee to work during any meal period mandated by an applicable order of
- 7 the Industrial Welfare Commission, and (b) if any employer fails to provide an
- 8 employee a meal period in accordance with an applicable order of the Industrial
- 9 Welfare Commission, the employer shall pay the employee one (1) additional hour
- 10 of pay at the employee's regular rate of compensation for each workday that the
- 11 meal period is not provided;
- 12 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
- 13 codified under Title 8 of the California Code of Regulations Section 11040 and/or
- 14 11070, which state that if an employer fails to provide an employee a meal period in
- 15 accordance with the applicable provisions of the Wage Order, the employer shall
- 16 pay the employee one (1) hour of pay at the employee's regular rate of
- 17 compensation for each workday that the meal period is not provided;
- 18 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
- 19 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
- 20 11040 and/or 11070, which require an employer to maintain records documenting
- 21 its employees' meal periods;
- 22 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
- 23 20(A), as codified under California Code of Regulations Section 11040 and/or
- 24 11070, which penalizes the employer \$50.00 for each initial violation, per
- 25
- 26
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employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4 and/or 7) as enforceable law.

90. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each workday that the meal period is not given.

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

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

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

trial.

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802)

(Against All Named Defendants and all DOE Defendants)

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

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

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

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

98. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the 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 California Labor Code section 2699.3.

99. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former employees, including all

1 hourly, non-exempt employees who worked for Defendants in the State of California during
2 the PAGA period at any of their locations in California.

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

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

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

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

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

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

26 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
27 226.3, 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802 via
28

2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

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

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

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

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

109. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, the purchase of tools to use in carrying out their duties as technicians. Additionally, Plaintiff and other similarly situated aggrieved employees had to use their personal cell phones for work purposes, including being required by "Hosan" and "Art Moradian" to download cell phone applications on their personal cell phones, including "Dealer Socket", "Inventory Plus", and "DSA".

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

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1 **THIRTEENTH CAUSE OF ACTION**

2 **BREACH OF CONTRACT**

3 **(Plaintiff Against Defendant Allen Gwynn Chevrolet, Inc. and all DOE**
4 **Defendants)**

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

7 112. Plaintiff and Defendants entered into a written commission agreement whereby
8 Defendants agreed to compensate Plaintiff at 20% sales as a commission payment.

9 113. Plaintiff performed all of the conditions, covenants, and promises required by him to
10 be performed in accordance with the terms of the agreement by selling vehicles.

11 114. Plaintiff and others' commission arrangement was changed without a written
12 agreement wherein Plaintiff and others started receiving a flat rate amount for each sale
13 (especially of a particular Corvette model – the C8) instead of their typical 20% arrangement.

14 115. Defendants and each of them breached their written agreement with Plaintiff.

15 116. Defendants breached their written agreement and contract by failing and refusing to
16 perform in good faith their promise to compensate Plaintiff at 20% of sales.

17 117. As a direct and proximate result of Defendants' breach, Plaintiff has suffered
18 substantial monetary losses according to proof, as well as pre-judgment interest, costs, and
19 attorneys' fees pursuant to statute and applicable law.
20

21 **FOURTEENTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE PAY RECODS**

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

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

26 119. Labor Code section 1198.5 dictates "every current and former employee, or his or her
27 representative, has the right to inspect and receive a copy of the personnel records that the
28

1 employer maintains relating to the employee's performance or to any grievance concerning the
2 employee."

3 120. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
4 shall make the contents of those personnel records available for inspection to the current or
5 former employee, or his or her representative, at reasonable intervals and at reasonable
6 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
7 personnel records when requested by Plaintiff via letter January 12, 2021, as required by law.
8 Plaintiff requested his pay records in accordance with California Labor Code section 226 on
9 January 12, 2021 via U.S. certified mail, return receipt requested. .
10

11 121. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
12 records within 21 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
13 suffered and continues to suffer substantial losses related to Defendants' failure to provide
14 personnel records.

15 122. Plaintiff seeks all available remedies for Defendants' violations including, but not
16 limited penalties, and costs to the extent permitted by law and according to proof at trial.
17 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
18 in the amount of \$750.00, along with costs and attorney's fees.

19
20 **FIFTEENTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

23 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.

25 124. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current
26 and former employees the right to inspect or copy records pertaining to their employment,
27 upon reasonable request to the employer..."
28

1 125. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who
2 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
3 pertaining to a current or former employee shall comply with the request as soon as
4 practicable, but no later than 21 calendar days from the date of the request.” On information
5 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
6 by Plaintiff via certified letter, return receipt requested, on January 12, 2021, and as required
7 by law. Plaintiff requested his personnel records in accordance with California Labor Code
8 section 1198.5(k) on January 12, 2021 via certified mail. Defendant failed to provide Plaintiff
9 with an opportunity to inspect or copy his personnel records within 30 days.
10

11 126. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
12 continues to suffer substantial losses related to Defendants’ failure to provide pay records.
13 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
14 in the amount of \$750.00, along with costs and attorney’s fees.
15

16 127. Plaintiff seeks all available remedies for Defendants’ violations including, but not
17 limited penalties, and costs to the extent permitted by law and according to proof at trial.
18

19 **SIXTEENTH CAUSE OF ACTION**

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

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

22 **(Plaintiff against Defendant Allen Gwynn Chevrolet, Inc. and all DOE defendants)**

23 128. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 127, inclusive, of this Complaint as though fully set forth herein.

25 129. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
26 constitutes unfair and unlawful business practices under California Business and Professions
27 Code Section 17200, et seq.

28 130. Defendant’s violations of California labor laws constitutes a business practice because

1 it was done repeatedly over a significant period of time in a systematic manner that was
2 detrimental to Plaintiff and other similarly situated aggrieved employees.

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

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
9 follows:

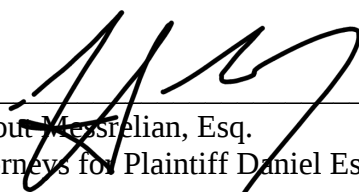
- 10 1. For compensatory damages including lost past and future wages, regular wages,
11 overtime, and all other sums of money, including employment benefits, together
12 with interest on said amounts, and any other economic injury to Plaintiff, according to
13 proof;
- 14 2. For special and consequential damages to the extent allowed by law;
- 15 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
16 at trial;
- 17 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
18 subject to proof at trial;
- 19 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 6. For restitution and disgorgement for all unfair business practices by Defendants against
22 Plaintiff in an amount according to proof;
- 23 7. For an order enjoining Defendants from further unfair and unlawful business
24 practices in violation of Business and Professions Code section 17200, et seq.;
- 25 8. For maximum civil penalties available under the Labor Code and applicable Wage
26 Order against Defendants as described more particularly in the Complaint and
27
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representative PAGA claims;

9. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
10. For the imposition of civil penalties and/or statutory penalties;
11. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the Labor Code generally;
12. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
13. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
14. Costs and expenses of suit incurred herein;
15. For all interest as allowed by law;
16. For such other and further relief as the Court deems just and proper.

DATED: March 23, 2021

MESSRELIAN LAW INC.

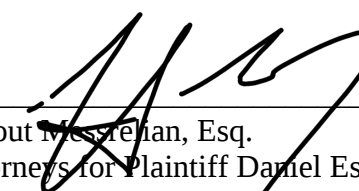
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Daniel Estrada

DEMAND FOR JURY TRIAL

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

DATED: March 23, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Daniel Estrada