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Attorney for Plaintiff,
 ABDIA CABRALES

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

ABDIA CABRALES, an individual,

 Plaintiff,

v.

DNATA AVIATION USA, INC., a corporation;
 DNATA US INFLIGHT CATERING, LLC, a
 limited liability company; and DOES 1 through
 20, inclusive,

Defendants.

Case No. **21STCV10302**

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY OVERTIME
 COMPENSATION (CAL. LABOR CODE §§510,
 1194; IWC WAGE ORDER NO. 5-2001, § 3);**
 - 2. FAILURE TO PROVIDE MEAL
 PERIODS (CAL. LABOR CODE §§226.7, 512;
 IWC WAGE ORDER NO. 5-2001, § 11);**
 - 3. FAILURE TO PROVIDE REST PERIODS
 (CAL. LABOR CODE §§226.7, 512; IWC WAGE
 ORDER NO. 5-2001, § 12);**
 - 4. FAILURE TO PROVIDE ITEMIZED
 WAGE AND HOUR STATEMENTS (CAL.
 LABOR CODE §§226, ET SEQ.; IWC WAGE
 ORDER NO. 5-2001, § 7);**
 - 5. WAITING TIME PENALTIES (CAL.
 LABOR CODE §§201-203);**
 - 6. PRIVATE ATTORNEY GENERAL ACT
 (CAL. LABOR CODE §2699, ET SEQ.); AND**
 - 7. UNFAIR COMPETITION (BUS. &
 PROF. CODE §17200 ET SEQ.)**
- [DEMAND FOR JURY TRIAL]**

PLAINTIFF, ABDIA CABRALES brings this action on behalf of himself and on behalf of
 aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

1 **JURISDICTION**

2 1. This action is brought pursuant to California Code of Civil Procedure §382. The monetary
3 damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
4 will be established according to proof at trial.

5 2. This Court is the proper court, and this action is properly filed in Los Angeles County,
6 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
7 transact business within Los Angeles County, and because the work that is the subject of this action was
8 performed by Plaintiff in Los Angeles County.

9
10 **THE PARTIES**

11 3. Plaintiff, ABDIA CABRALES, is and at all times relevant hereto was a resident of the
12 County of Los Angeles, State of California.

13 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendant, DNATA AVIATION USA, INC. (hereinafter referred to as "DNATA") was and is a
15 Delaware corporation doing business at El Segundo, California, in the County of Los Angeles, State of
16 California.

17 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
18 hereto, Defendant, DNATA US INFLIGHT CATERING, LLC (hereinafter referred to collectively as
19 "INFLIGHT") was and is a New York limited liability company doing business in El Segundo, California
20 in the County of Los Angeles, State of California.

21 6. DNATA and INFLIGHT are hereinafter collectively referred to as "DEFENDANTS."

22 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
23 hereto, Employers own and operate a private catering company.

24 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of the
25 Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore said
26 Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to insert the
27 true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is
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1 informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is
2 responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

3 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
4 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
5 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other
6 Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the
7 course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
8 and/or joint venture and with the permission and consent of each of the other Defendants.

9 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
10 of them, including those defendants named as DOES 1-20 and the Individual Defendants, acted in concert
11 with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or
12 coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to
13 Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that
14 Defendants, and each of them, including those defendants named as DOES 1-20 and the Individual
15 Defendants, and each of them, formed and executed a conspiracy or common plan pursuant to which they
16 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant
17 to said conspiracy, intended to cause and actually causing Plaintiff harm.

18 11. Whenever and wherever reference is made in this complaint to any act or failure to act by a
19 Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or
20 failures to act by each Defendant acting individually, jointly and severally.

21
22 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

23 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
24 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
25 defendants have ceased to exist.

26 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
27 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same as Defendants,
28 including, but not limited to because:

1 a. Employers are completely dominated and controlled by one another and DOES 1-
2 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
3 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
4 some other wrongful or inequitable purpose.

5 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
6 through one another's unlawful conduct, and by using one another as the funding source for their own
7 personal expenditures.

8 c. Employers and DOES 1-20, while really one and the same, were segregated to
9 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
10 accomplishing some other wrongful or inequitable purpose.

11 d. Employers do not comply with all requisite corporate formalities to maintain a legal
12 and separate corporate existence.

13 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
14 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
15 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
16 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
17 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants
18 would not promote justice, in that it would permit Defendants to insulate themselves from liability to
19 Plaintiff for violations of the Government Code and other statutory violations. The corporate existence
20 of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such
21 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

22 14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
23 fiction of their separate corporate existence must be disregarded.

24 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
25 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
26 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
27 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
28

1 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
2 Defendants' business was and is conducted.

3 16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
4 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
5 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
6 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
7 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
8 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
9 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
10 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

11 **FACTUAL BACKGROUND**

12
13 17. Plaintiff was covered under one or more IWC Wage Orders and/or the California Labor
14 Code provisions relating to wage-and-hour laws, and other applicable wage orders, regulations, and
15 statutes, which imposed an obligation on the part of Defendants, among other things, to provide
16 uninterrupted meal and rest periods, to pay overtime wages, to pay wages for all hours worked, and to
17 provide accurate wage statements.

18 18. On or about 2019, Employers hired Plaintiff to work as a Driver. Plaintiff was a full-time,
19 non-exempt employee, and performed all of Plaintiff's job duties satisfactorily. Plaintiff's employment
20 with Defendants ended approximately in March 25, 2020, after Plaintiff's employment was wrongfully
21 terminated.

22 19. Between approximately September 7, 2019 until March 25, 2020, Plaintiff's hourly wage
23 rate was \$25.00. During this time period, Plaintiff worked 5 days a week for approximately 8-9 hours per
24 day.

25 20. Plaintiff worked over 40 hours each week, for which Plaintiff received his hourly wage
26 rate by cash only.

27 21. Plaintiff worked approximately up to 3 hours of overtime each week, but received only
28 Plaintiff's regularly hourly wage rate for these hours, with no overtime premium.

1 22. DEFENDANTS failed to pay the overtime premium wages for all hours worked beyond 8
2 hours in a day or 40 hours in a week.

3 23. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
4 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
5 thereof. Defendants had no policy, procedure, or practice for Plaintiff to report missed rest breaks or
6 recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of additional
7 wages for each workday that the rest break was not provided.

8 24. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
9 paystubs that did not comply with Labor Code § 226, because they failed to show the correct amount of
10 overtime hours Plaintiff worked, failed to show pay for missed meal and rest periods, failed to show the
11 amount of wages earned and owed to Plaintiff.

12 25. As a direct result and proximate result of the unlawful actions of Defendants, Plaintiff has
13 suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof
14 at trial, and within the jurisdiction of this Court.

15
16 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

17 26. At all relevant times, PAGA was applicable to Plaintiff and his employment with
18 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency ("LWDA").

20 27. Plaintiff and other employees of Defendants are "aggrieved employees" as defined by
21 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged
22 violations were committed against them.

23 28. On or about January 5, 2021, Plaintiff gave written notice of Defendants' violations of
24 various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
25 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

26 29. The LWDA did not provide notice of its intention to investigate Defendants' violations
27 within 65 calendar days of the January 5, 2021 notice.
28

1 30. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
2 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
3 Code §§ California Labor Code §§ 204, 210 (untimely payment of wages), 510, 558 (overtime wages),
4 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 512 (meal breaks), and
5 203 (waiting time penalties), as well as IWC WAGE ORDER NO. 5-2001.

6
7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME WAGES**

9 **CAL. LABOR CODE §§ 510, 558, 1194 ET SEQ., 1197.1, 1198,**

10 **IWC WAGE ORDER NO. 5-2001, § 3**

11 **BY PLAINTIFF AGAINST EACH DEFENDANT**

12 31. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
13 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

14 32. California Labor Code § 204, IWC WAGE ORDER NO. 5-2001, §3, and other applicable
15 laws and regulations, provide that an employer must timely pay its employees for all hours worked.

16 33. California Labor Code § 510 provides that employees in California shall not be employed
17 more than eight hours per workday or forty hours per workweek unless they receive additional
18 compensation beyond their regular wages in amounts specified by law.

19 34. California Labor Code § 510 further provides that employees in California shall not be
20 employed more than twelve hours per workday unless they receive wages at double their regular rate of
21 pay.

22 35. California Labor Code § 1194 establishes an employee's right to recover unpaid wages,
23 including overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further
24 provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is
25 unlawful.

26 36. Plaintiff and former non-exempt employees are entitled to the protections of California
27 Labor Code §§ 510 and 1194, and IWC WAGE ORDER NO. 5-2001.

37. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff for all hours worked. Defendants employed Plaintiff for more than eight hours per day and more than 40 hours per workweek during the operative timeframe, but Defendants failed to pay Plaintiff the correct applicable overtime rate for the number of overtime hours they worked as required by the California Labor Code and the applicable IWC Wage Order.

38. Defendants thus required Plaintiff to work under conditions prohibited by order of the IWC, in violation of those orders.

39. Defendants owe Plaintiff overtime wages, have failed and refused, and continues to fail and refuse, to pay the overtime wages owed. Additionally, Defendants did not include all the required compensation in calculating the overtime rate of Plaintiff.

40. Defendants' conduct described herein violates, and continues to violate, California Labor Code §§ 510, 1194 and 1198 and IWC WAGE ORDER NO. 5-2001, §3. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, and 1197.1 and other applicable provisions under the Labor Code and IWC WAGE ORDER NO. 5-2001, Plaintiff is entitled to recover the unpaid balance of wages owed to him by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

CAL. LABOR CODE §§ 226.7, 512, IWC WAGE ORDER NO. 5-2001, § 11

BY PLAINTIFF AGAINST EACH DEFENDANT

41. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

42. Plaintiff regularly worked greater than five hours and on occasion greater than ten hours per day. Pursuant to California Labor Code § 512, an employer may not employ someone for a shift of more than five hours without providing him or her with a meal period of not less than thirty minutes or for more than ten hours without providing him or her with a second meal period of not less than thirty minutes.

43. Despite the requirements of the applicable IWC Wage Order and California Labor Code §§ 512 and 226.7, Defendants required, permitted or otherwise suffered Plaintiff to take less than the 30

1 minute meal period, or to work through them, and have failed to otherwise provide the required meal
2 periods to Plaintiff.

3 44. Plaintiff was required to work through or cut short his meal breaks due to Defendants'
4 failure to maintain adequate staffing levels. Defendants required Plaintiff to perform his job duties as a
5 driver non-stop and was not allowed to enjoy a timely, uninterrupted meal breaks. Defendants failed to
6 properly staff enough employees to help make sure all employees could be relieved to take a meal break
7 without pressure to forego or delay their meal breaks.

8 45. Pursuant to California Labor Code § 226.7, Plaintiff has sustained economic damages,
9 including, but not limited to, unpaid wages and lost interest, in an amount according to proof at trial, and
10 are entitled to recover one-hour of premium pay for each day in which a lawful meal period was not
11 provided. Plaintiff is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and
12 pursuant to Labor Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees
13 and costs relating to their claims for civil penalties due to Defendants' violation of the California Labor
14 Code and IWC WAGE ORDER NO. 5-2001.

15
16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS**

18 **CAL. LABOR CODE § 226.7, 512; IWC WAGE ORDER NO. 5-2001, §12**

19 **BY PLAINTIFF AGAINST EACH DEFENDANT**

20 46. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
21 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

22 47. Pursuant to IWC WAGE ORDER NO. 5-2001, § 12 (A), "[e]very employer shall authorize
23 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
24 work period. . . . [The] authorized rest period time shall be based on the total hours worked daily at the
25 rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof. . . . Authorized
26 rest period time shall be counted as hours worked, for which there shall be no deduction from wages."
27 California Labor Code § 226.7(a) prohibits an employer from requiring any employee to work during any
28 rest period mandated by an applicable order of the IWC. Under these laws, Defendants were required to

1 authorize and permit Plaintiff and Class members to take rest periods, based upon the total hours worked
2 at a rate of ten minutes' net rest per four hours, or major fraction thereof, with no deduction from wages.

3 48. Defendants provided Plaintiff with policies that did not permit first or second rest breaks
4 for shifts between six and eight hours or third rest breaks for shifts over ten hours.

5 49. Defendants violated, and continue to violate California Labor Code § 226.7 and IWC
6 WAGE ORDER NO. 5-2001, § 12 by failing to pay Plaintiff who was not provided with a rest break, in
7 accordance with the applicable wage order, one additional hour of compensation at each employees'
8 regular rate of pay for each workday that a rest period was not provided.

9 50. Pursuant to Labor Code § 226.7, Plaintiff has sustained economic damages, including, but
10 not limited to, unpaid wages and lost interest, in an amount according to proof at trial, and is entitled to
11 recover one-hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff
12 is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor
13 Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating
14 to their claims for civil penalties due to Defendants' violation of the California Labor Code and IWC
15 WAGE ORDER NO. 5-2001.

16
17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

19 **CAL. LABOR CODE §§ 226 & 226.3, IWC WAGE ORDER NO. 5-2001, § 7**

20 **BY PLAINTIFF AGAINST EACH DEFENDANT**

21 51. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
22 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

23 52. California Labor Code § 226(a) and IWC WAGE ORDER NO. 5-2001, § 7(B) require
24 employers semimonthly or at the time of each payment of wages to furnish each employee with a statement
25 itemizing, among other things, all applicable hourly rates. Labor Code § 226(b) provides that if an
26 employer knowingly and intentionally fails to provide a statement itemizing, among other things, all
27 applicable hourly rates, then the employee is entitled to recover the greater of all actual damages or fifty
28

1 dollars for the initial violation and one hundred dollars for each subsequent violation, up to four thousand
2 dollars.

3 53. Defendants knowingly and intentionally failed to furnish Plaintiff with timely, itemized
4 statements as required by California Labor Code § 226(a) and IWC WAGE ORDER NO. 5-2001, § 7(B).
5 As a result, Defendants are liable to Plaintiff and to the Class for the amounts provided by Labor Code §
6 226(b) and for penalties, and attorneys' fees.

7 54. Plaintiff suffered, and continues to suffer, injury as a result of Defendants' failure to provide
8 timely and accurate itemized wage statements, as Plaintiff could not promptly and easily determine from
9 the wage statement alone one or more of the following: the gross wages earned, the total hours worked,
10 all deductions made, the net wages earned, the name and address of the legal entity or entities employing
11 Plaintiff, and/or all applicable hourly rates in effect during each pay period and the corresponding number
12 of hours worked at each hourly rate.

13 55. As a direct and proximate result of defendants' unlawful actions and omissions, Plaintiff
14 has been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest
15 thereon. Additionally, Plaintiff is entitled to all available statutory and civil penalties, including but not
16 limited to statutory and civil penalties pursuant to California Labor Code § 226(e) and 1174.5, and an
17 award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
18 California Labor Code § 226(e), as well as other available remedies.

19
20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**

22 **CAL. LABOR CODE §§ 201,202, 203**

23 **BY PLAINTIFF AGAINST EACH DEFENDANT**

24 56. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though
25 set forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

26 57. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all
27 earned and unpaid wages to discharged and quitting employees.

28 ///

58. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

59. Pursuant to California Labor Code § 202, Defendants are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

60. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

61. Defendants have willfully failed, and continue to willfully fail, to pay accrued wages and other compensation to Plaintiff in accordance with California Labor Code §§ 201 and 202.

62. As a result, Plaintiff is entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

SIXTH CAUSE OF ACTION

UNFAIR AND UNLAWFUL BUSINESS PRACTICES

CAL. BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.

BY PLAINTIFF AND THE CLASS AGAINST EACH DEFENDANT

63. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

64. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.* Defendants have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and

utilizing the employment practices outlined above, including failing to pay reporting time pay, and failing to provide meal and rest breaks in violation of the applicable IWC Wage Order and California Labor Code.

65. Defendants' violations of California wage and hour laws constitute a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff.

66. Defendants have avoided payment of wages, overtime wages, meal and rest break premium payments, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Furthermore, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

67. Defendants' unfair and unlawful business practices, as alleged in this Complaint, have allowed Defendants to reap in unfair and illegal profits at the expense of Plaintiff, and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore them to Plaintiff. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5

68. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants; an award of attorneys' fees pursuant to California Labor Code § 1194; and California Code of Civil Procedure § 1021.5; interest; and an award of costs.

SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEY GENERAL ACT
CAL. LABOR CODE §§ 2698, ET SEQ. [PAGA]
BY PLAINTIFF AGAINST DEFENDANTS

69. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

70. PAGA authorizes an aggrieved employee, on behalf of himself or other current or former employees, to bring a civil action to recover civil penalties against his or her employer pursuant to the

1 procedures specified in California Labor Code § 2699.3. Plaintiff is an aggrieved employee within the
2 meaning of PAGA, and pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of
3 himself and other similarly aggrieved persons who are, or were employed, by Defendants and against
4 whom one or more of the alleged violations were committed. If the employee prevails as private attorney
5 general, the employer may be subject to civil penalties, of which the aggrieved employee is entitled to 25
6 percent.

7 71. Plaintiff has complied with the procedures for bringing suit under PAGA. Specifically, on
8 or about March 5, 2020, Plaintiff gave written notice of Defendants' violations — including the facts and
9 theories to support the violations — of various provisions of the California Labor Code and the applicable
10 IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to
11 Defendants by certified mail.

12 72. Pursuant to California Labor Code § 2699.3, the LWDA must give written notice by
13 certified mail to the parties that it intends to investigate the alleged violations of the California Labor Code
14 within 60 days of the date of the complainant's written notice and More than 65 days have passed since
15 the notice and the LWDA did not provide the parties notice that it intended to investigate her claims.

16 73. During the applicable time period preceding the filing of Plaintiff's notice to the LWDA,
17 Defendants violated California Labor Code §§ 204, 210 (untimely payment of wages), 510, 558 (overtime
18 wages), 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 512 (meal
19 breaks), and 203 (waiting time penalties), as well as the applicable IWC Wage Order, as alleged in more
20 detail above.

21 74. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5, and 2699(g)(1), Plaintiff
22 is entitled to an award of reasonable attorneys' fees and costs. To that end, Plaintiff seeks all relief entitled
23 under PAGA for any penalties assessed against Defendants as a result of Defendants' California Labor
24 Code violations, plus attorneys' fees and costs.

25
26 **PRAYER FOR RELIEF**

27 Wherefore, Plaintiff, individually, and on behalf of aggrieved employees, pray for an award and
28 judgment against Defendants jointly and severally, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits from defendants' unfair and unlawful business practices;
3. For punitive damages on applicable causes of action;
4. For payment of unpaid overtime compensation pursuant to Labor Code §§ 201, 510, 1194, the applicable industrial Welfare Commission Order, and the applicable 8 Code of Regulation sections, in the amount of no less than \$2,925.20;
5. For payment of meal and rest period compensation pursuant to Labor Code § 226.7, 512;
6. For damages pursuant to Labor Code § 226;
7. For waiting time penalties pursuant to Labor Code §§ 201-203;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For declaratory relief;
10. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code § 226(e);
11. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and IWC WAGE ORDER NO. 5-2001 and from engaging in the unlawful business practices complained of herein;
12. For an award of interest, including prejudgment interest, at the legal rate;
13. For an award of reasonable attorneys' fees and costs on the applicable causes of action pursuant to California Labor Code §§ 1194 and 2802, California Civil Code 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
14. For costs of suit incurred;
15. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class counsel; and
16. For such other and further relief as the Court may deem just and appropriate.

1 DATED: March 16, 2021

2 **THE DOMINGUEZ FIRM, LLP**

3 By: 

4 Jace H. Kim, Esq.
5 Attorneys for Plaintiff,
6 ABDIA CABRALES

7 **JURY TRIAL DEMANDED**

8 Plaintiff, ABDIA CABRALES demands trial of all issues by jury.

9
10 DATED: March 16, 2021

11 **THE DOMINGUEZ FIRM, LLP**

12 By: 

13 Jace H. Kim, Esq.
14 Attorneys for Plaintiff,
15 ABDIA CABRALES
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