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individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

CHRISTOPHER SOLTYSIAK,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

STEVE'S TOWING, INC.; and DOES 1
through 20, inclusive,

Defendant.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay All Wages Due Upon Separation of Employment; and
7. Violation of Business and Professions Code §§ 17200, *et seq.*

1 Plaintiff Christopher Soltysiak, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Christopher Soltysiak (“Plaintiff”) brings this putative class action
5 against defendant Steve’s Towing, Inc.; and DOES 1 through 20, inclusive (collectively,
6 “Defendant”), on behalf of himself individually, and a putative class of non-exempt employees
7 employed by Defendant throughout California.

8 2. Defendant is in the business of towing.

9 3. Through this action, Plaintiff alleges that Defendant has engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate unfair
12 competition.

13 4. Plaintiff is informed and believes, and thereon alleges, that Defendant has
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) Failing to pay all wages (including minimum wages and overtime wages);
16 (b) Failing to provide meal periods or compensation in lieu thereof;
17 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
18 (d) Failing to provide accurate itemized wage statements; and
19 (e) Failing to pay all wages due upon separation of employment.

20 5. Plaintiff brings this lawsuit seeking monetary relief against Defendant on behalf
21 of himself and all others similarly situated in California to recover, among other things, unpaid
22 wages and benefits, interest, attorneys’ fees, costs and expenses and penalties pursuant to Labor
23 Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2,
24 1197, and 1198.

25 **JURISDICTION AND VENUE**

26 6. This is a class action, pursuant to California Code of Civil Procedure § 382. The
27 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
28 of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendant because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendant resides, transacts business or has offices in this county or the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a citizen of California. Plaintiff was employed by Defendant during the Class Period in California.

11. Plaintiff is informed and believes, and thereon alleges, that Defendant at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendant sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendant once their names and capacities become known.

13. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendant in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendant and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendant were in accordance with, and represent, the official policy of Defendant.

15. At all relevant times, Defendant, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendant, and each of them, aided and abetted the acts and omissions of each and all the other Defendant in proximately causing the damages herein alleged.

16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendant is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of himself and all others similarly situated who were affected by Defendant's Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order violations.

18. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

19. Plaintiff's proposed Class consists of and is defined as follows:

Class

All California citizens currently or formerly employed as non-exempt employees by Defendant in the State of California at any time between August 15, 2016¹ and the date of class certification.

20. Plaintiff also seeks to certify the following Subclass of employees:

Waiting Time Subclass

All members of the Class who separated their employment from Defendant at any time between August 15, 2017 and the date of class certification.

¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020, pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 21. Members of the Class and Subclass described above will be collectively referred
2 to as “class members.” Plaintiff reserves the right to establish other or additional subclasses, or
3 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
4 specific theories of liability.

5 22. This action has been brought and may properly be maintained as a class action
6 under the California Code of Civil Procedure § 382 because there are common questions of law
7 and fact as to the Class that predominate over questions affecting only individual members
8 including, but not limited to:

9 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
10 (including minimum wages and overtime wages) for all hours worked by
11 Plaintiff and Class Members.

12 (b) Whether Defendant deprived Plaintiff and class members of timely meal periods;

13 (c) Whether Defendant deprived Plaintiff and class members of rest breaks;

14 (d) Whether Defendant failed to timely pay Plaintiff and former class members all
15 wages due upon termination or within 72 hours of resignation;

16 (e) Whether Defendant failed to furnish Plaintiff and class members with accurate,
17 itemized wage statements; and

18 (f) Whether Defendant engaged in unfair business practices in violation of Business &
19 Professions Code §§ 17200, *et seq.*

20 23. There is a well-defined community of interest in this litigation and the Class is
21 readily ascertainable:

22 (a) Numerosity: The members of the Class are so numerous that joinder of all
23 members is impractical. Although the members of the Class are unknown
24 to Plaintiff at this time, on information and belief, the Class is estimated to
25 be greater than 100 individuals. The identity of the class members are
26 readily ascertainable by inspection of Defendant’s employment and payroll
27 records.
28

1 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
2 claims (or defenses, if any) of the Class because Defendant's failure to
3 comply with the provisions of California wage and hour laws entitled each
4 class member to similar pay, benefits and other relief. The injuries
5 sustained by Plaintiff are also typical of the injuries sustained by the Class
6 because they arise out of and are caused by Defendant's common course of
7 conduct as alleged herein.

8 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent
9 and protect the interests of all members of the Class because it is in his best
10 interest to prosecute the claims alleged herein to obtain full compensation
11 and penalties due to him and the Class. Plaintiff's attorneys, as proposed
12 class counsel, are competent and experienced in litigating large
13 employment class actions and are versed in the rules governing class action
14 discovery, certification and settlement. Plaintiff has incurred and,
15 throughout the duration of this action, will continue to incur attorneys' fees
16 and costs that have been and will be necessarily expended for the
17 prosecution of this action for the substantial benefit of each class member.

18 (d) Superiority: The nature of this action makes the use of class action
19 adjudication superior to other methods. A class action will achieve
20 economies of time, effort and expense as compared with separate lawsuits,
21 and will avoid inconsistent outcomes because the same issues can be
22 adjudicated in the same manner and at the same time for each Class. If
23 appropriate this Court can, and is empowered to, fashion methods to
24 efficiently manage this case as a class action.

25 (e) Public Policy Considerations: Employers in the State of California and
26 other states violate employment and labor laws every day. Current
27 employees are often afraid to assert their rights out of fear of direct or
28 indirect retaliation. Former employees are fearful of bringing actions

1 because they believe their former employers might damage their future
2 endeavors through negative references and/or other means. Class actions
3 provide the class members who are not named in the complaint with a
4 type of anonymity that allows for the vindication of their rights at the
5 same time as affording them privacy protections.

6 **GENERAL ALLEGATIONS**

7 24. At all relevant times mentioned herein, Defendant employed Plaintiff and other
8 persons as non-exempt employees.

9 25. Plaintiff was employed in a non-exempt position at Defendant's California
10 business location(s).

11 26. Defendant continues to employ non-exempt employees within California.

12 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendant was advised by skilled lawyers, employees and other professionals who
14 were knowledgeable about California's wage and hour laws, employment and personnel
15 practices and the requirements of California law.

16 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive wages for all time
18 worked (including minimum wages and overtime wages) and that they were not receiving all
19 wages earned for work that was required to be performed. In violation of the Labor Code and
20 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
21 wages and overtime wages) for all hours worked, including but not limited to work performed
22 off-the-clock and during meal periods.

23 29. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
24 should have known that Plaintiff and class members were entitled to receive all required meal
25 periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular
26 rate of pay when they did not receive a timely meal period. In violation of the Labor Code and
27 IWC Wage Orders, Plaintiff and class members did not receive all timely meal periods or
28

1 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
2 when they did not receive a timely meal period.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
4 should have known that Plaintiff and class members were entitled to receive all rest breaks or
5 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
6 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
7 and class members did not receive all rest breaks or payment of one (1) additional hour of pay
8 at Plaintiff and class members' regular rate of pay when a rest break was missed.

9 31. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
10 should have known that Plaintiff and class members were entitled to receive itemized wage
11 statements that accurately showed their gross and net wages earned, inclusive dates of pay
12 periods, total hours worked and all applicable hourly rates in effect and the number of hours
13 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
14 Plaintiff and class members were not provided with accurate itemized wage statements.

15 32. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
16 should have known that Plaintiff and Waiting Time Subclass members were entitled to timely
17 payment of wages due upon separation of employment. In violation of the Labor Code,
18 Plaintiff and Waiting Time Subclass members did not receive payment of all wages within
19 permissible time periods.

20 33. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
21 should have known they had a duty to compensate Plaintiff and class members, and Defendant
22 had the financial ability to pay such compensation but willfully, knowingly and intentionally
23 failed to do so all in order to increase Defendant's profits.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY MINIMUM WAGES**

26 **(Violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197; Violation of Wage Order)**

27 34. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

35. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

36. During the relevant time period, Defendants paid Plaintiff and Class Members less than minimum wages when they failed to pay proper compensation for all hours worked. To the extent these hours do not qualify for the payment of overtime, Plaintiff and Class Members were not being paid at least the lawful minimum wage for their work, including but not limited to work performed off-the-clock.

37. During the relevant time period, Defendants regularly failed to pay at least minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

38. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

39. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order)

40. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

41. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours or days worked by the person on a daily or weekly basis.

1 42. Specifically, the applicable IWC Wage Orders provide that Defendants are and
2 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
3 and one-half times (1½) their regular rate of pay when working and for all hours worked in
4 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
5 eight (8) hours of work on the seventh day of work in a workweek.

6 43. The applicable IWC Wage Orders further provide that Defendants are and were
7 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
8 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours
9 in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

10 44. California Labor Code § 510 codifies the right to overtime compensation at one
11 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in
12 a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
13 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
14 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
15 seventh day of work in a workweek.

16 45. Labor Code § 510 and the applicable IWC Wage Orders provide that
17 employment of more than six days in a workweek is only permissible if the employer pays
18 proper overtime compensation as set forth herein.

19 46. Plaintiff and Class Members were non-exempt employees entitled to the
20 protections of California Labor Code §§ 510 and 1194.

21 47. During the relevant time period, Defendants required Plaintiff and Class
22 Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a
23 seventh consecutive day in a workweek without paying Plaintiff and Class Members overtime
24 wages for their work.

25 48. During the relevant time period, Defendants failed to pay Plaintiff and Class
26 Members overtime wages for all overtime hours worked when Plaintiff and Class Members
27 worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a seventh
28 consecutive day of work in a workweek, or when Plaintiff and Class Members worked in

1 excess of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day of
2 work in a work week.

3 49. In violation of state law, Defendants knowingly and willfully refused to perform
4 their obligations and compensate Plaintiff and Class Members for all wages earned and all
5 hours worked.

6 50. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
7 overtime and double time compensation, as required by California law, violates the provisions
8 of Labor Code §§ 510 and 1198, and is therefore unlawful.

9 51. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
10 recover their unpaid overtime and double time compensation as well as interest, costs, and
11 attorneys' fees.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

14 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)**

15 52. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 53. Labor Code § 226.7 provides that no employer shall require an employee to work
18 during any meal period mandated by the IWC Wage Orders.

19 54. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
20 any person for a work period of more than five (5) hours without a meal period of not less than
21 30 minutes, except that when a work period of not more than six (6) hours will complete the
22 day's work the meal period may be waived by mutual consent of the employer and the
23 employee."

24 55. Labor Code § 512(a) provides that an employer may not require, cause or permit
25 an employee to work for a period of more than five (5) hours per day without providing the
26 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
27 the total work period per day of the employee is not more than six (6) hours, the meal period
28 may be waived by mutual consent of both the employer and the employee.

56. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

57. During the relevant time period, Plaintiff and class members did not receive compliant meal periods for each five hours worked per day.

58. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require an employer to pay an employee one additional hour of pay at the employee's regular rate of compensation for each work day that a meal period is not provided.

59. At all relevant times, Defendant failed to pay Plaintiff and class members meal period premiums for meal period violations pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

60. As a result of Defendant's failure to pay Plaintiff and class members an additional hour of pay for each day a meal period was not provided, Plaintiff and class members suffered and continue to suffer a loss of wages and compensation.

FOURTH CAUSE OF ACTION

FAILURE TO PERMIT REST BREAKS

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

61. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

62. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

63. Section 12 of the applicable IWC Wage Order states “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” and 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” unless the total daily work time is less than three and one-half (3½) hours.

1 64. During the relevant time period, Plaintiff and class members did not receive a ten
2 (10) minute rest period for every four (4) hours or major fraction thereof worked.

3 65. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
4 requires an employer to pay an employee one additional hour of pay at the employee's regular
5 rate of compensation for each work day that the rest period is not provided.

6 66. At all relevant times, Defendant failed to pay Plaintiff and class members rest
7 period premiums for rest period violations pursuant to Labor Code § 226.7(b) and section 12 of
8 the applicable IWC Wage Order.

9 67. As a result of Defendant's failure to pay Plaintiff and class members an
10 additional hour of pay for each day a rest period was not provided, Plaintiff and class members
11 suffered and continue to suffer a loss of wages and compensation.

12 **FIFTH CAUSE OF ACTION**

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

14 **(Violation of Labor Code § 226)**

15 68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 69. Labor Code § 226(a) requires Defendant to provide each employee with an
18 accurate wage statement in writing showing nine pieces of information, including: (1) gross
19 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
20 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the employee may be
22 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
23 for which the employee is paid, (7) the name of the employee and the last four digits of his or
24 her social security number or an employee identification number other than a social security
25 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours worked at
27 each hourly rate by the employee.

1 70. During the relevant time period, Defendant has knowingly and intentionally
2 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
3 and class members. The deficiencies include, among other things, the failure to correctly state
4 accurate inclusive dates of the pay period for Plaintiff and class members.

5 71. As a result of Defendant's violation of California Labor Code § 226(a), Plaintiff
6 and class members have suffered injury and damage to their statutorily protected rights.
7 Specifically, Plaintiff and class members have been injured by Defendant's intentional
8 violation of California Labor Code § 226(a) because they were denied both their legal right to
9 receive, and their protected interest in receiving, accurate itemized wage statements under
10 California Labor Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
11 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
12 Plaintiff would not have had to engage in these efforts and incur these costs had Defendant
13 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
14 recover the underpayment of wages from Defendant.

15 72. California Labor Code § 226(a) requires an employer to pay the greater of all
16 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,
17 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods,
18 plus attorney's fees and costs, to each employee who was injured by the employer's failure to
19 comply with California Labor Code § 226(a).

20 73. Defendant's violations of California Labor Code § 226(a) prevented Plaintiff
21 and class members from knowing, understanding and disputing the wages paid to them, and
22 resulted in an unjustified economic enrichment to Defendant. As a result of Defendant's
23 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
24 class members have suffered an injury, and the exact amount of damages and/or penalties is all
25 in an amount to be shown according to proof at trial.

26 74. Plaintiff and class members are also entitled to injunctive relief under California
27 Labor Code § 226(h), compelling Defendant to comply with California Labor Code § 226, and
28 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF**
3 **EMPLOYMENT AND WITHIN THE REQUIRED TIME**

4 **(Violation of Labor Code §§ 201, 202 and 203)**

5 75. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
6 though fully set forth herein.

7 76. California Labor Code §§ 201 and 202 provide that if an employer discharges an
8 employee, the wages earned and unpaid at the time of discharge are due and payable
9 immediately, and that if an employee voluntarily leaves his employment, his wages shall
10 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
11 has given seventy-two (72) hours previous notice of his intention to quit, in which case the
12 employee is entitled to his wages at the time of quitting.

13 77. During the relevant time period, Defendant willfully failed to pay Plaintiff and
14 Waiting Time Subclass members all their earned wages upon termination including, but not
15 limited to, proper minimum wages and overtime compensation, either at the time of discharge
16 or within seventy-two (72) hours of their leaving Defendant's employ.

17 78. Defendant's failure to pay Plaintiff and Waiting Time Subclass members all
18 their earned wages at the time of discharge or within seventy-two (72) hours of their leaving
19 Defendant's employ is in violation of Labor Code §§ 201 and 202.

20 79. California Labor Code § 203 provides that if an employer willfully fails to pay
21 wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201
22 and 202, then the wages of the employee shall continue as a penalty from the due date at the
23 same rate until paid or until an action is commenced; but the wages shall not continue for more
24 than thirty (30) days.

25 80. Plaintiff and Waiting Time Subclass members are entitled to recover from
26 Defendant the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass
27 members' regular daily wages for each day they were not paid, at their regular hourly rate of
28 pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

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86. Defendant intentionally avoided paying Plaintiff and class members' wages and monies, thereby creating for Defendant an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

87. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class members are entitled to restitution of the wages unlawfully withheld and retained by Defendant during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all others similarly situated, pray for relief and judgment against Defendant, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Christopher Soltysiak as the class representatives;
3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For liquidated damages pursuant to Labor Code § 1194.2;
7. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
10. For an order requiring Defendant to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair

1 or fraudulent and, therefore, constituting unfair competition under Business and Professions
2 Code §§ 17200, *et seq.*;

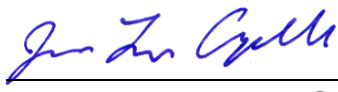
3 11. For an award of damages in the amount of unpaid compensation including, but
4 not limited to, unpaid wages, benefits and penalties, including interest thereon;

5 12. For pre-judgment interest; and

6 13. For such other relief as the Court deems just and proper.
7

8 Dated: February 8, 2021

AEGIS LAW FIRM, PC

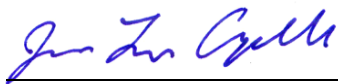
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10 By: 
11 Jessica L. Campbell
12 Attorneys for Plaintiff

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.
15

16 Dated: February 8, 2021

AEGIS LAW FIRM, PC

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18 By: 
19 Jessica L. Campbell
20 Attorneys for Plaintiff
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