

DAILY ALJIAN LLP

Justin E. D. Daily (State Bar No. 209772)

jd@dallp.com

Simon Kwak (State Bar No. 297362)

sk@dallp.com

100 Bayview Circle, Suite 5500

Newport Beach, CA 92660

Telephone: 949.861.2524

Facsimile: 949.269.6364

Attorneys for Plaintiffs Leobardo Torres and Claudia Enriquez-Gonzalez,
individually and on behalf of all others similarly situated.

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

LEOBARDO TORRES and CLAUDIA
ENRIQUEZ-GONZALEZ, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

L&S PIZZA, INC., a California corporation;
T&R PIZZA, INC., a California corporation;
T&A PIZZA, INC., a California corporation;
A&S PIZZA, INC., a California corporation;
LUCKY STARS AND MOON INC.,
a California corporation; TARIQ ABEDI, an
individual; RAJWANT ABEDI, an
individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 20CV-03134
(Consolidated with 21CV-00472)

Assigned for All Purposes to:
Hon. Stephanie L. Jamieson
Courtroom 8

CONSOLIDATED SECOND AMENDED
CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violations of the Unfair Competition Law;
8. Civil Penalties Pursuant to Labor Code § 2698, *et seq.* (PAGA); and
9. Failure to Produce Personnel File

JURY TRIAL DEMANDED

1 **KINGSLEY SZAMET EMPLOYMENT LAWYERS**

2 Eric B. Kingsley, Esq. (SBN 185123)

3 eric@kingsleylawyers.com

4 Kelsey M. Szamet, Esq. (SBN 260264)

5 kelsey@kingsleylawyers.com

6 16133 Ventura Blvd., Suite 1200

Encino, CA 91436

7 Telephone: (818) 990-8300

8 Facsimile: (818) 990-2903

9 **WEINHAUS & POTASHNICK**

10 Mark A. Potashnick (appearing *pro hac vice*)

11 markp@wp-attorneys.com

12 11500 Olive Blvd., Suite 133

13 St. Louis, Missouri 63141

14 Telephone: (314) 998-9150

15 Facsimile: (314) 997-9170

16
17 Attorneys for Plaintiffs Leobardo Torres and Claudia Enriquez-Gonzalez,
18 individually and on behalf of all others similarly situated.
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs LEOBARDO TORRES and CLAUDIA ENRIQUEZ-GONZALEZ (collectively,
2 “Plaintiffs”), individually and on behalf of all others similarly situated, bring this Consolidated
3 Second Amended Class and Representative Action Complaint (“Second Amended Complaint”)
4 against Defendants L&S PIZZA, INC., a California corporation; T&R PIZZA, INC., a California
5 corporation; T&A PIZZA, INC., a California corporation; A&S PIZZA, INC., a California
6 corporation; LUCKY STARS AND MOON INC., a California corporation; TARIQ ABEDI, an
7 individual; RAJWANT ABEDI, an individual; and DOES 1 through 10, inclusive (collectively,
8 “Defendants”) and allege as follows:

9 INTRODUCTION

10 1. Pursuant to California Code of Civil Procedure section 382, Plaintiffs bring this
11 proposed class action on behalf of themselves and all current and former non-exempt employees
12 who worked for Defendants at any of their California restaurant locations at any time during the
13 Class Period (collectively the “Class” or “Class Members”). The “Class Period” is defined as
14 October 26, 2016, through October 28, 2022. This proposed class action seeks, *inter alia*, unpaid
15 wages (including minimum, regular and overtime wages); compensation for missed meal periods
16 and rest breaks; itemized wage statement penalties; waiting time penalties; business expense
17 reimbursements; interest; and reasonable attorneys’ fees and costs.

18 2. Pursuant to the Private Attorneys General Act of 2004, codified at California Labor
19 Code section 2698, *et seq.* (“PAGA”), Plaintiffs bring this representative action to recover civil
20 penalties on behalf of the State of California, the Labor & Workforce Development Agency
21 (“LWDA”), and all current and former non-exempt employees who worked for Defendants at any
22 of their California restaurant locations at any time during the PAGA Period (“Aggrieved
23 Employees”). The “PAGA Period” is defined as September 22, 2019, through October 28, 2022.

24 3. Plaintiffs complied with the requirements for commencing a civil action under
25 PAGA and seek to recover civil penalties for Defendants’ violations of several provisions of the
26 California Labor Code. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of any
27 civil penalties recovered on Plaintiffs’ PAGA claim will be paid to the LWDA, with Plaintiffs and
28 Aggrieved Employees receiving the remaining twenty-five percent (25%).

4. For purposes of this Second Amended Complaint, exclusive of ¶¶ 27-29 and 41-47, the term “Class Members” is inclusive of “Aggrieved Employees.”

5. Pursuant to California Business and Professions Code section 17200, *et seq.*, Plaintiffs, on behalf of themselves, the proposed Class, and the Aggrieved Employees, seek declaratory relief, injunctive relief, and restitution of all benefits Defendants have received from their employees due to their unlawful business practices, including but not limited to, failure to provide minimum wage, regular and overtime compensation due for all hours worked, failure to maintain proper records of hours worked, failure to provide compliant meal periods and rest breaks to their employees or compensation in lieu thereof, failure to provide accurate itemized wage statements, and failure to reimburse all necessary business expenditures.

6. Plaintiffs’ action is brought under, *inter alia*, the Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, Business & Professions Code sections 17200 *et seq.*, Civil Code section 3289, and Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2800, and 2802.

JURISDICTION AND VENUE

7. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all cases except those given to other trial courts. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law. Further, this is a class action pursuant to California Code of Civil Procedure section 382. As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiffs exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction for enforcement of this statute in any court of competent jurisdiction.

8. This Court has jurisdiction over Defendants because each Defendant is a citizen of California, a corporation or association organized under the laws of the State of California, an

1 association authorized to do business in California and registered with the California Secretary of
2 State, or does sufficient business in California, has sufficient minimum contacts with California or
3 otherwise intentionally avails itself of the laws and markets of California, through the promotion,
4 sale, marketing and distribution of its products in California, to render the exercise of jurisdiction
5 by the California courts permissible.

6 9. Venue in Merced County is proper under California Business and Professions Code
7 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
8 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,
9 Defendants had and have ongoing projects in this County, Defendants conduct substantial business
10 in this County, and Defendants' liability arose in this County, and/or Defendants reside, transact
11 business, maintain offices, and/or have an agent or agents in this county. The relief requested is
12 within the jurisdiction of this Court.

13 **PARTIES**

14 10. Plaintiff Leobardo Torres was employed by Defendants from approximately May
15 2019 to April 2020 as a delivery driver and cook at their Mountain Mike's restaurant located at 509
16 W Pacheco Blvd, Los Banos, California 93635, which is located within the County of Merced.

17 11. Plaintiff Claudia Enriquez-Gonzalez is an individual who resides in Merced County,
18 California and was formerly employed by Defendants in California as a non-exempt employee
19 during the Class Period. Plaintiff Gonzalez was assigned to work at more than one of Defendants'
20 pizza restaurants in Merced County during the Class Period.

21 12. Plaintiffs are informed, believe and thereon allege that, at all relevant times, L&S
22 PIZZA, INC ("L&S") was and is a California corporation with its principal executive office located
23 in Merced County. L&S operates at least one Mountain Mike's Pizza and/or pizza restaurant in
24 Merced County. L&S regularly conducts business within the State of California and derives
25 substantial revenues from services performed in California. L&S is, and at all relevant times was,
26 an employer subject to California state wage and hour laws. Plaintiffs are informed, believe, and
27 thereon allege that the practices and policies of L&S that are complained of herein were
28 implemented and/or maintained by L&S during the Class Period.

1 13. Plaintiffs are informed, believe and thereon allege that, at all relevant times, T&R
2 PIZZA, INC. (“T&R”) was and is a California corporation with its principal executive office located
3 in Fresno, California. T&R operates at least one Mountain Mike’s Pizza and/or pizza restaurant in
4 Merced County. T&R regularly conducts business within the State of California and derives
5 substantial revenues from services performed in California. T&R is, and at all relevant times was,
6 an employer subject to California state wage and hour laws. Plaintiffs are informed, believe, and
7 thereon allege that the practices and policies of T&R that are complained of herein were
8 implemented and/or maintained by T&R during the Class Period.

9 14. Plaintiffs are informed, believe and thereon allege that, at all relevant times, T&A
10 PIZZA, INC. (“T&A”) was and is a California corporation with its principal executive office located
11 in Merced County. T&A operates at least one Mountain Mike’s Pizza and/or pizza restaurant in
12 Merced County. T&A regularly conducts business within the State of California and derives
13 substantial revenues from services performed in California. T&A is, and at all relevant times was,
14 an employer subject to California state wage and hour laws. Plaintiffs are informed, believe, and
15 thereon allege that the practices and policies of T&A that are complained of herein were
16 implemented and/or maintained by T&A during the Class Period.

17 15. Plaintiffs are informed, believe, and thereon allege that, at all relevant times, A&S
18 PIZZA, INC. (“A&S”) was and is a California corporation with its principal executive office located
19 in Merced County. A&S operates at least one Mountain Mike’s Pizza and/or pizza restaurant in
20 Merced County. A&S regularly conducts business within the State of California and derives
21 substantial revenues from services performed in California. A&S is, and at all relevant times was,
22 an employer subject to California state wage and hour laws. Plaintiffs are informed, believe, and
23 thereon allege that the practices and policies of A&S that are complained of herein were
24 implemented and/or maintained by A&S during the Class Period.

25 16. Plaintiffs are informed, believe and thereon allege that, at all relevant times,
26 LUCKY STARS AND MOON INC. (“LUCKY”) was and is a California corporation with its
27 principal executive office located in Merced County. LUCKY operates at least one Mountain Mike’s
28 Pizza and/or pizza restaurant in Merced County. LUCKY regularly conducts business within the

1 State of California and derives substantial revenues from services performed in California. LUCKY
2 is, and at all relevant times was, an employer subject to California state wage and hour laws.
3 Plaintiffs are informed, believe, and thereon allege that the practices and policies of LUCKY that
4 are complained of herein were implemented and/or maintained by LUCKY during the Class Period.

5 17. Defendants L&S, T&R, T&A, A&S and LUCKY, collectively, are referred to
6 hereafter as the “Entity Defendants.”

7 18. Plaintiffs are informed, believe and thereon allege that, at all relevant times, TARIQ
8 ABEDI (“Tariq”) is an adult individual and resident of Merced County and the President and Chief
9 Executive Officer of Defendants T&R, T&A, and LUCKY on each entity’s statement of information
10 filed with the California Secretary of State. Plaintiffs are further informed and believe and thereon
11 allege that at all relevant times alleged herein, Defendant Tariq was an owner, officer, employee,
12 joint venture, partner, and/or agent, and/or alter ego of the Entity Defendants and Defendant Rajwant
13 Abedi. At all times relevant herein, Tariq was Plaintiffs’ employer covered by the California Labor
14 Code and IWC Wage Orders. Tariq controls and is intimately involved in the day-to-day operations
15 of the Entity Defendants and determined and instituted the unlawful wage and hour violations
16 alleged herein. Tariq has violated or caused to be violated the provisions of the Labor Code and
17 IWC Wage Orders alleged herein. As such, Tariq is personally liable for the Wage Order and Labor
18 Code violations cited above pursuant to Labor Code § 558.1.

19 19. Plaintiffs are informed, believe and thereon allege that, at all relevant times,
20 RAJWANT ABEDI (“Rajwant”) is an adult individual and resident of Merced County and the
21 President and Chief Executive Officer of Defendants L&S and A&S on each entity’s statement of
22 information filed with the California Secretary of State. Plaintiffs are further informed and believe
23 and thereon alleges that at all relevant times alleged herein, Defendant Rajwant was an owner,
24 officer, employee, joint venture, partner, and/or agent of the Entity Defendants and Tariq. At all
25 times relevant herein, Rajwant was Plaintiffs’ employer covered by the California Labor Code and
26 IWC Wage Orders. Plaintiffs are further informed and believe and thereon allege that at all relevant
27 times alleged herein, Rajwant performed the acts alleged herein while he was a resident of Merced
28 County. Rajwant controls and is intimately involved in the day-to-day operations of Entity

1 Defendants and determined and instituted the unlawful wage and hour violations alleged herein.
2 Rajwant has violated or caused to be violated the provisions of the Labor Code and IWC Wage
3 Orders alleged herein. As such, Rajwant is personally liable for the Wage Order and Labor Code
4 violations cited above pursuant to Labor Code § 558.1.

5 20. Defendants continue to employ non-exempt employees within California.

6 21. Plaintiffs are unaware of the true names and capacities of those defendants identified
7 as DOES 1 through 10. Therefore, Plaintiffs identify those defendants fictitiously. Plaintiffs are
8 informed, believe and thereon allege that at all relevant times each DOE defendant was a parent,
9 sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and
10 each related entity, and was acting with the knowledge and authorization of each of the other
11 Defendants. Plaintiffs will seek to amend this complaint to allege the true names and capacities of
12 each DOE Defendant when their names have been ascertained and identified. Plaintiffs are
13 informed, believe and thereon allege that each of the Defendants sued as DOES 1 through 10
14 participated in, received the benefit of, or was in some way responsible for one or more of the
15 wrongful acts and omissions and some portion of the damages alleged herein.

16 22. Plaintiffs are informed, believe and thereon allege that at all times material hereto,
17 each Defendant acted in all respects pertinent to this action as the agent of the other Defendant,
18 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
19 each Defendant are legally attributable to the other. Furthermore, Defendants in all respects acted
20 as the employer and/or joint employer of Plaintiffs, Class Members, and Aggrieved Employees.

21 23. Plaintiffs are informed, believe and thereon allege that Defendants, each and all of
22 them, at all times material hereto, were the joint employers, parent companies, successor companies,
23 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,
24 representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless
25 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
26 the course and scope of said relationship(s), and are a proximate cause of Plaintiffs' damages as
27 herein alleged.

28 ///

24. Plaintiffs are informed, believe and thereon allege, that there exists a unity of interest in ownership between Defendants and DOES 1 through 10, inclusive, such that any individuality and separateness between the individual and the corporation does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by law; and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, Plaintiffs are informed, believe and thereon allege, that there exists a principal-agency relationship between and among Defendants.

25. At all relevant times herein, Defendants were agents of each other and acting within the course and scope of their agency.

CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND

26. Pursuant to California Code of Civil Procedure section 382, Plaintiffs bring this action on behalf of themselves individually and on behalf of a proposed class defined as follows:

Class:

All current and former non-exempt employees who worked for Defendants at any of their California restaurant locations at any time between October 26, 2016, through October 28, 2022 (*i.e.*, the Class Period).

27. The Class is also comprised of the following Subclass:

Waiting Time Sub-Class: Those members of the Class who separated from their employment with Defendants between October 26, 2017, through October 28, 2022.

1 28. Pursuant to California Rules of Court Rule 3.764 and 3.765, Plaintiffs reserve the
2 right to amend or modify the respective definitions of the Class and/or Subclasses to provide greater
3 specificity and/or further division into subclasses or limitation to particular issues.

4 29. This action is brought, and may properly be maintained, as a class action pursuant
5 to California Code of Civil Procedure section 382 because there is a well-defined community of
6 interest in the litigation, and the proposed class is easily ascertainable. This action presents
7 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
8 predominance, and superiority requirements of this provision.

9 30. Through this action, Plaintiffs allege Defendants have consistently maintained and
10 enforced against Plaintiffs and Class Members unlawful employment practices and policies which
11 violate the Labor Code and IWC Wage Orders.

12 31. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
13 Defendants failed to pay Plaintiffs and Class Members all minimum, regular and overtime wages
14 for all hours worked, in violation of the Labor Code and IWC Wage Orders. Defendants required
15 Plaintiffs and Class Members to perform work off-the-clock without compensation. Defendants
16 also underpaid Plaintiffs and Class Members by deceptively reporting the total number of
17 employees and hours worked by Plaintiffs and Class Members within the same day or pay period.
18 Defendants also failed to provide reporting time pay on the days that Plaintiffs and Class Members
19 showed up for their shifts as scheduled, but were not put to work. Additionally, Defendants' failure
20 to reimburse Plaintiffs and Class Members all necessary business expenses they incurred caused
21 their total hourly compensation to fall below minimum rates. Further, Defendants failed to pay all
22 overtime wages at the proper rates to Plaintiffs and Class Members by failing to compensate them
23 at one-and-a-half times their regular rate of pay for each overtime hour worked.

24 32. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
25 Defendants deprived Plaintiffs and Class Members of the opportunity to take all their statutorily
26 entitled meal periods within the appropriate time intervals or provide compensation in lieu thereof,
27 in violation of the California Labor Code and IWC Wage Orders. Plaintiffs and Class Members
28 were often required to work more than five (5) and/or ten (10) hours without being afforded timely,

1 off-duty 30-minute meal periods. Defendants failed to adopt and implement a policy authorizing
2 compliant meal periods. Defendants maintained a practice of prioritizing work demands, which
3 caused Plaintiffs and Class Members' meal periods to be missed, late, shortened, or interrupted.
4 Defendants failed to compensate Plaintiffs and Class Members one (1) additional hour of pay at
5 their regular rate for each day that they were denied a compliant meal period.

6 33. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
7 Defendants failed to authorize or permit Plaintiffs and Class Members to take all their statutorily
8 entitled rest periods within the appropriate time intervals or provide compensation in lieu thereof,
9 in violation of the California Labor Code and IWC Wage Orders. Plaintiffs and Class Members
10 were often required to work more than four hours (or major fraction thereof) without taking off-
11 duty, ten-minute rest periods. Defendants failed to adopt and implement a compliant rest break
12 policy and prioritized work demands, which caused Plaintiffs and Class Members' rest periods to
13 be missed, late, shortened, or interrupted. Defendants failed to compensate Plaintiffs and Class
14 Members one (1) additional hour of pay at their regular rate of pay for each day that they were
15 denied a compliant rest period.

16 34. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
17 Defendants willfully failed to pay all wages, including minimum, regular, and overtime wages,
18 owed to the Waiting Time Sub-Class and formerly employed Aggrieved Employees upon
19 separation of employment, in violation of the Labor Code and IWC Wage Orders.

20 35. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
21 Defendants failed to furnish Plaintiffs and Class Members with accurate and complete wage
22 statements, in violation of the Labor Code and IWC Wage Orders. Plaintiffs and Class Members
23 received wage statements that did not accurately report the name(s) and address(es) of the
24 employer, gross and net wages earned, total hours worked, and all applicable rates of pay and the
25 corresponding number of hours worked at each pay rate.

26 36. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
27 Defendants failed to reimburse Plaintiffs and Class Members for necessary business expenses
28 incurred in the performance of their duties, in violation of the Labor Code and IWC Wage Orders.

Defendants required Plaintiffs and Class Members to use their personal vehicles to deliver customer food orders and make supply and bank runs, but were not reimbursed for fuel, mileage, cost of insurance, and wear and tear on their vehicles, and other related expenses of operating their personal automobiles. Further, Plaintiffs and Class Members were required to use their personal cellular phones to communicate with supervisors and during customer order deliveries, but were not reimbursed for a reasonable percentage of their cellular phone bills. To the extent Defendants reimbursed Plaintiffs and Class Members a flat dollar amount for deliveries, such amounts were insufficient.

37. Plaintiffs are informed, believe, and thereon allege that Defendants' actions as described throughout this Complaint were willful.

38. Plaintiffs, on behalf of themselves and all other Class Members, bring this action pursuant to, *inter alia*, Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable provisions of the IWC Wage Orders, seeking unpaid minimum, regular and overtime wages, compensation for missed meal periods and rest breaks, penalties, reimbursements, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

39. Plaintiffs, on behalf of themselves and all Class Members, pursuant to California Business & Professions Code section 17200, *et seq.*, also seek injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

NUMEROSITY

40. The Class is so numerous that joinder of all of its members is impracticable. While the exact number and identities of Class Members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiffs are informed, believes and thereon alleges that the Class consists of more than 50 persons.

41. A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Class are so numerous that joinder of all members is impractical, if not impossible. The identity of Class Members can be ascertained by analysis of Defendants' employee and payroll records.

COMMONALITY

42. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

(a) Whether Defendants failed to pay Plaintiff and Class Members all minimum, regular and overtime wages for all hours worked by Plaintiff and Class Members;

(b) Whether Defendants required Plaintiff and Class Members to perform work off-the-clock without compensation;

(c) Whether Defendants failed to provide Plaintiff and Class Members reporting time pay for the days that they showed up for work as scheduled but were not put to work;

(d) Whether Defendants failed to provide timely, uninterrupted, off-duty meal periods to Plaintiff and Class Members, or required Plaintiff and Class Members to work through their meal periods without compensation in lieu thereof;

(e) Whether Defendants failed to permit timely, uninterrupted, off-duty rest breaks for every four hours or major fraction thereof worked by Plaintiff and Class Members, or required Plaintiff and Class Members to work through their rest breaks without compensation in lieu thereof;

(f) Whether Defendants failed to timely pay Waiting Time Sub-Class Members all wages due either immediately upon termination or within 72 hours after resignation;

(g) Whether Defendants' conduct was willful;

(h) Whether Defendants failed to issue accurate itemized wage statements to Plaintiff and Class Members;

(i) Whether Defendants required Plaintiff and Class Members to use their personal cellular phones to communicate with Defendants' supervisors, employees and customers, and failed to reimburse them for a reasonable portion of their cellular phone bills;

(j) Whether Defendants required Plaintiff and Class Members to drive their personal vehicles for work-related purposes, and failed to fully reimburse them for mileage, insurance and wear and tear on their vehicles;

(k) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*; and

(l) Additional common questions of law and fact that may develop as the litigation progresses.

TYPICALITY

43. Plaintiffs are informed, believe, and thereon allege that Plaintiffs' claims are typical of the claims of the Class because: Plaintiffs and Class Members sustained injuries and damages arising out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same course of conduct by Defendants; Plaintiffs' claims are based upon the same legal theories as the claims of Class Members; and the legal issues raised under California law as a result of Defendants' conduct apply equally to Plaintiffs and Class Members.

ADEQUACY OF REPRESENTATION

44. Plaintiffs are adequate representatives of the Class, in that their claims (and defenses, if any) are typical of those of the Class Members. Plaintiffs have no conflicts of interest with fellow Class Members and will be able to protect the interests of the Class fairly and adequately. Plaintiffs have the same interests in the litigation of this case as the Class, retained competent counsel experienced in class action and wage and hour litigation of this nature, and are committed to vigorous prosecution of this case.

PREDOMINANCE

45. Defendants have engaged in a common course of wage and hour abuse toward Plaintiffs and Class Members. The common issues arising from this conduct similarly affecting Plaintiffs and the Class predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

SUPERIORITY OF CLASS ACTION

46. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous

1 cases would proceed. Individualized litigation would also present the potential for varying,
2 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
3 and to the court system resulting from multiple trials of the same complex factual issues. Moreover,
4 individual actions by Class Members may establish inconsistent standards of conduct for
5 Defendants. By contrast, maintaining this action as a class action, with respect to some or all of
6 the issues presented herein, presents fewer management difficulties, conserves the resources of the
7 parties and the court system, and protects the rights of each Class Member.

8 **FIRST CAUSE OF ACTION**

9 **(FAILURE TO PAY ALL WAGES)**

10 **(Against All Defendants)**

11 47. Plaintiffs incorporate by reference the allegations of all the above paragraphs as
12 though fully set forth herein.

13 48. At all times relevant, Defendants had a duty to comply with California Labor Code
14 sections 204, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, and 1199, and the applicable
15 IWC Wage Orders and California Code of Regulations. Labor Code section 204 and the IWC Wage
16 Orders require timely payment of all wages owed on regularly scheduled paydays at least twice
17 during each calendar month, on days designated in advance by the employer as the regular paydays.
18 All wages earned in excess of the normal work period must be paid no later than the payday for
19 the next regular payroll period.

20 49. At all times relevant, Labor Code section 510 and applicable provisions of the
21 California Code of Regulations and IWC Wage Orders applied to Plaintiffs' work with Defendants
22 and continue to apply to Class Members' employment with Defendants. Labor Code section 510
23 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that
24 any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be
25 paid at one and one-half times the employee's regular rate of pay. Any work performed in excess of
26 12 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay
27 for an employee.

28 ///

1 50. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid
2 to all employees in California for all hours worked. Local minimum wage ordinances may provide
3 for higher minimum wage rates that must be paid to employees for all hours worked in those locales
4 where each local ordinance is in effect.

5 51. Labor Code section 1194 provides that any employee receiving less than the legal
6 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
7 in a civil action the unpaid balance of the full amount of the minimum wage or overtime
8 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

9 52. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
10 amount equal to the minimum wages unlawfully unpaid and interest thereon.

11 53. Labor Code section 1197 provides that the payment of a lower wage than the
12 minimum wage fixed by the commission or by any applicable state or local law is unlawful.

13 54. Labor Code section 1198 prohibits employers from employing for longer hours or
14 less favorable conditions than those set forth in the California Labor Code, IWC Wage Orders.

15 55. Labor Code section 1199 provides that employers, persons, officers, agents, or other
16 employees are guilty of a misdemeanor and subject to a fine of at least \$100 for (1) requiring or
17 causing any employee to work for longer hours than those fixed, or under prohibited labor
18 conditions, (b) paying or causing to be paid a sub-minimum wage, (c) violating, refusing or
19 neglecting to comply with applicable Labor Code provision or IWC Wage Orders.

20 56. Section 5 of the applicable IWC Wage Orders provides that for each workday an
21 employee is required to report for work and does report, but is not put to work or is furnished less
22 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
23 usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at
24 the employee's regular rate of pay, which shall not be less than the minimum wage. If an employee
25 is required to report for work a second time in any one workday and is furnished less than two hours
26 of work on the second reporting, said employee shall be paid for two hours at the employee's regular
27 rate of pay, which shall not be less than the minimum wage.

28 ///

1 57. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
2 Defendants had in their employ 26 or more employees during a given workday or pay period.

3 58. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
4 Plaintiffs and Class Members regularly worked over eight hours per workday and/or 40 hours in a
5 workweek.

6 59. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
7 Defendants failed to pay Plaintiffs and Class Members all wages for hours worked (including
8 minimum, regular, and overtime wages) due to the following: (i) Defendants required Plaintiffs and
9 Class Members to perform off-the-clock work, such as making supply runs or delivering customer
10 food orders; (ii) Defendants deceptively reported the total number of employees within the same day
11 or pay period to pay Plaintiffs and Class Members at a lower hourly minimum wage rate that was
12 applicable to employers with 25 or fewer employees; (iii) despite requiring Plaintiffs and Class
13 Members to work at more than one of Defendants' locations in the same day or pay period,
14 Defendants processed payroll through only one entity or split the total number of hours worked on
15 separate checks; (iv) Defendants failed to provide reporting time pay on the days that Plaintiffs and
16 Class Members showed up for shifts as scheduled, but were not put to work; (v) Defendants' failure
17 to reimburse Plaintiffs and Class Members all necessary business expenses incurred caused their
18 total hourly compensation to fall below California's minimum wage rates; (vi) Defendants
19 underreported the total overtime hours worked by Plaintiffs and Class Members; and (vii)
20 Defendants failed to pay Plaintiffs and Class Members at the proper overtime rate of pay.

21 60. As a direct and proximate result of Defendants' unlawful conduct, as set forth
22 herein, Plaintiffs and Class Members have sustained and continue to sustain damages, including loss
23 of earnings from minimum wage and overtime compensation due, in an amount to be established at
24 trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

25 61. Labor Code section 1197.1 provides that any "employer or other person acting either
26 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
27 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
28 of the commission, shall be subject to . . . restitution of wages [and] liquidated damages payable to

1 the employee” in an amount sufficient for the employee to recover underpaid wages and liquidated
2 damages pursuant to Labor Code section 1194.2.

3 62. Labor Code section 558.1 provides that any “employer or other person acting on
4 behalf of an employer, who violates, or causes to be violated, any provision regulating minimum
5 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or
6 causes to be violated, Section . . . 1194 [of the Labor Code] . . ., may be held liable as the employer
7 for such violation.”

8 63. Pursuant to the Labor Code, Plaintiffs allege that Defendants, including the
9 individual Defendants Tariq and Rajwant, are employers liable for the underpayment of all wages,
10 including minimum, regular, and overtime wages.

11 64. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
12 relief as described herein and below.

13 **SECOND CAUSE OF ACTION**

14 **(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF)**

15 **(Against All Defendants)**

16 65. Plaintiffs incorporate by reference the allegations of all the above paragraphs as
17 though fully set forth herein.

18 66. At all relevant times, Defendants had a duty to comply with California Labor Code
19 sections 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

20 67. Labor Code section 226.7 states, “No employer shall require any employee to work
21 during any meal or rest period mandated by an applicable order of the Industrial Welfare
22 Commission,” and requires payment of one (1) hour of pay in lieu of meal periods not provided by
23 the employer. (Lab. Code § 226.7(a)-(c).)

24 68. Section 11 of the applicable IWC Wage Order provides as follows:

- 25 A. No employer shall employ any person for a work period of
26 more than five (5) hours without a meal period of not less than
30 minutes . . .
27 B. An employer may not employ an employee for a work period
28 of more than ten (10) hours per day without providing the
employee with a second meal period of not less than 30

minutes . . .

C. If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

69. Throughout the Class Period, Plaintiffs and Class Members regularly worked over five (5) and ten (10) hours in a workday and did not receive timely, off-duty meal periods before the end of the fifth or tenth hour of work. Defendants failed to adopt and implement a compliant meal period policy and maintained a practice of prioritizing work demands. As a result, Defendants caused Plaintiffs' and Class Members' first and/or second meal periods to be missed, taken late, shortened, or interrupted.

70. Throughout the Class Period, Defendants failed to pay Plaintiffs and Class Members premiums for noncompliant meal periods pursuant to California Labor Code section 226.7(b) and the applicable IWC Wage Orders and California Code of Regulations.

71. Plaintiffs are informed, believe, and thereon allege that Class Members did not voluntarily waive their meal periods.

72. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and Class Members have sustained and continue to sustain damages, including loss of premium pay for meal period violations and earnings, in an amount to be established at trial, plus prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period violations are deemed unpaid wages, Plaintiffs will also seek attorneys' fees and costs pursuant to statute.

73. Labor Code section 558.1 provides that any "employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Section . . . 226.7 [of the Labor Code] . . . , may be held liable as the employer for such violation."

74. Pursuant to the Labor Code, Plaintiffs allege that Defendants, including the individual Defendants Tariq and Rajwant, are employers liable for meal period violations.

1 75. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
2 relief as described herein and below.

3 **THIRD CAUSE OF ACTION**
4 **(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**
5 **THEREOF)**
6 **(Against All Defendants)**

7 76. Plaintiffs incorporate by reference the allegations of all the above paragraphs as
8 though fully set forth herein.

9 77. Labor Code section 226.7 states “No employer shall require any employee to work
10 during any meal or rest period mandated by an applicable order of the Industrial Welfare
11 Commission.” (Lab. Code § 226.7(a).)

12 78. Section 12 of the applicable Wage Order provides in relevant part that:

13 (A) Every employer shall authorize and permit all employees to take
14 rest periods, which insofar as practicable shall be in the middle of each
15 work period. The authorized rest period time shall be based on the total
16 hours worked daily at the rate of ten (10) minutes net rest time per four
17 (4) hours or major fraction thereof. However, a rest period need not be
authorized for employees whose total daily work time is less than three
and one-half (3 1/2) hours. Authorized rest period time shall be counted
as hours worked for which there shall be no deduction from wages.

18 (B) If an employer fails to provide an employee a rest period in
19 accordance with the applicable provisions of this order, the employer
20 shall pay the employee one (1) hour of pay at the employee’s regular rate
of compensation for each work day that the rest period is not provided.

21 79. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
22 Defendants required Plaintiffs and Class Members to regularly work shifts in excess of three and
23 one-half hours without being permitted the opportunity to take a paid, uninterrupted, off-duty rest
24 period of at least ten (10) minutes for every four hours worked or major fraction thereof.

25 80. Plaintiffs and Class Members did not receive compliant 10-minute rest periods for
26 every four hours worked or major fraction thereof because they were required to work through their
27 daily rest periods, were not authorized to take their rest periods, and/or were restricted to the worksite
28 during their entire shift.

81. Defendants failed to pay Plaintiffs and Class Members rest period premiums for noncompliant rest periods pursuant to California Labor Code section 226.7(b) and the applicable IWC Wage Order.

82. Plaintiffs are informed, believe, and thereon allege that Plaintiffs and Class Members did not voluntarily waive rest periods.

83. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and Class Members have sustained and continue to sustain damages, including loss of earnings, in an amount to be established at trial, plus prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period violations are deemed unpaid wages, Plaintiffs will also seek attorneys' fees and costs pursuant to statute.

84. Labor Code section 558.1 provides that any "employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Section . . . 226.7 [of the Labor Code] . . . , may be held liable as the employer for such violation."

85. Pursuant to the Labor Code, Plaintiffs allege that Defendants, including the individual Defendants Tariq and Rajwant, are employers liable for rest period violations.

86. WHEREFORE, Plaintiffs and the Class Members they seek to represent request relief as described herein and below.

FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

(Against All Defendants)

87. Plaintiffs incorporate by reference the allegations of all the above paragraphs as though fully set forth herein.

88. Labor Code section 226(a) provides that, at the time of each payment of wages, an employer shall provide each employee with a wage statement itemizing, among other things, the gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect and the corresponding number of hours worked at each rate by the employee during the pay period, and

1 the name and address of the legal entity that is the employer.

2 89. Labor Code section 226(e) provides that an employee suffering injury as a result of
3 a knowing and intentional failure by an employer to comply with Labor Code section 226(a) is
4 entitled to recover the greater of his or her actual damages or a penalty of \$50 for the initial pay
5 period in which a violation occurs and \$100 per employee for each violation in a subsequent pay
6 period (up to a maximum of \$4,000), in addition to attorneys' fees and costs. An employee is deemed
7 to suffer injury if the employer fails to provide a wage statement.

8 90. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
9 showing, among other things, when the employee begins and ends each work period, meal periods
10 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
11 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
12 and Class Members. Plaintiffs are informed, believe, and thereon allege that Defendants have
13 knowingly and intentionally failed to comply with the IWC Wage Orders.

14 91. Throughout the Class Period, Defendants provided wage statements that did not
15 accurately reflect the total number of hours worked by Plaintiffs and Class Members at each
16 corresponding pay rate, the gross and net wages earned, and the names and addresses of their
17 employers, making it difficult for Plaintiffs and Class Members to determine whether they were paid
18 correctly for all hours worked, which deductions were made, and the extent of any underpayment.
19 Plaintiffs have had to file this lawsuit in order to determine the extent of the underpayment of wages,
20 thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage
21 in these efforts and incur these costs had Defendants provided the accurate wages earned. This has
22 also delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.
23 Defendants' violations of California Labor Code section 226(a) prevented Plaintiffs and Class
24 Members from knowing, understanding and disputing the wages paid to them, and resulted in an
25 unjustified economic enrichment to Defendants.

26 92. Defendants knowingly and intentionally failed to provide accurate, itemized wage
27 statements to Plaintiffs and Class Members, and as such Plaintiffs and Class Members are deemed
28 to have suffered injury in accordance with Labor Code section 226. Plaintiffs and the Class are

1 therefore entitled to the damages and penalties provided for under Labor Code section 226(e).

2 93. Labor Code section 558.1 provides that any “employer or other person acting on
3 behalf of an employer, who violates, or causes to be violated, any provision regulating minimum
4 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or
5 causes to be violated, Section . . . 226 [of the Labor Code] . . ., may be held liable as the employer
6 for such violation.”

7 94. Pursuant to the Labor Code, Plaintiffs allege that Defendants, including the
8 individual Defendants Tariq and Rajwant, are employers liable for wage statement violations.

9 95. Plaintiffs and Class Members are also entitled to injunctive relief under California
10 Labor Code section 226(h), compelling Defendants to comply with California Labor Code section
11 226, and seek the recovery of attorneys’ fees and costs incurred in obtaining this injunctive relief.

12 96. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
13 relief as described herein and below.

14 **FIFTH CAUSE OF ACTION**
15 **(WAITING TIME PENALTIES)**
16 **(Against All Defendants)**

17 97. Plaintiffs incorporate by reference the allegations of all the above paragraphs as
18 though fully set forth herein.

19 98. California Labor Code sections 201 and 202 require Defendants to pay their
20 employees all wages due at the time the employee is discharged, or within 72 hours of quitting.
21 Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages,
22 the employer must, as a penalty, continue to pay the subject employees’ wages until the back wages
23 are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

24 99. Plaintiffs and the Waiting Time Subclass are entitled to compensation for unpaid
25 wages earned, including, but not limited to, minimum, regular and overtime wages and
26 compensation for missed meal periods and rest periods, but to date have not received such
27 compensation, therefore entitling them to penalties pursuant to Labor Code section 203.

28 ///

100. As a consequence of Defendants' willful conduct in failing to pay all earned wages, Waiting Time Subclass Members are entitled to up to 30 days' wages as a penalty for Defendants' failure to timely pay wages upon separation of employment.

101. Labor Code section 558.1 provides that any "employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Section . . . 203 [of the Labor Code] . . ., may be held liable as the employer for such violation."

102. Pursuant to the Labor Code, Plaintiffs allege that Defendants, including the individual Defendants Tariq and Rajwant, are employers liable for the failure to timely pay wages upon separation of employment.

103. WHEREFORE, Plaintiffs and the Class Members they seek to represent request relief as described herein and below.

SIXTH CAUSE OF ACTION
(FAILURE TO REIMBURSE BUSINESS EXPENSES)
(Against All Defendants)

104. Plaintiffs incorporate by reference the allegations of all the above paragraphs as though fully set forth herein.

105. California Labor Code section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiffs and Class Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiffs and Class Members due to their own negligence.

106. California Labor Code section 2802(a) provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Labor Code section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss.

1 Labor Code section 2802(c) authorizes employees to enforce their right to reimbursements under
2 Labor Code section 2802 and to also recover attorneys' fees and costs.

3 107. During the Class Period, Plaintiffs and Class Members were required to drive their
4 personal vehicles to deliver customer food orders and make supply and bank runs, but were not
5 reimbursed for fuel, mileage, cost of insurance, wear and tear on their vehicles, and other related
6 expenses of operating their personal automobiles. To the extent Defendants compensated Plaintiffs
7 and Class Members a flat dollar amount for deliveries, such amounts were insufficient. Further,
8 Plaintiffs and Class Members were also required to use their personal cellular phones to
9 communicate with supervisors and during customer order deliveries, but were not reimbursed for a
10 reasonable percentage of their cellular phone bills.

11 108. Defendants have unfairly and unlawfully violated Labor Code sections 2800 and
12 2802, and the applicable Wage Order by failing to reimburse Plaintiffs and Class Members for all
13 their out-of-pocket business expenses incurred in the discharge of their job duties.

14 109. As a consequence of Defendants' willful conduct, Plaintiffs and Class Members
15 have sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
16 established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

17 110. Labor Code section 558.1 provides that any "employer or other person acting on
18 behalf of an employer, who violates, or causes to be violated, any provision regulating minimum
19 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or
20 causes to be violated, Section . . . 2802 [of the Labor Code] . . ., may be held liable as the employer
21 for such violation."

22 111. Pursuant to the Labor Code, Plaintiffs allege that Defendants, including the
23 individual Defendants Tariq and Rajwant, are employers liable for the failure to reimburse all
24 necessary business expenses incurred by Plaintiffs and Class Members.

25 112. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
26 relief as described herein and below.

27 ///

28 ///

SEVENTH CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICES)
(Against All Defendants)

113. Plaintiffs incorporate by reference the allegations of all the above paragraphs as though fully set forth herein.

114. California Business & Professions Code section 17200, *et seq.* (“UCL”) prohibits unfair competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

115. Plaintiffs bring this action on behalf of themselves and all members of the general public, including the Class, pursuant to the UCL. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

116. Defendants’ conduct, as alleged herein, has been and continues to be unlawful, unfair, and/or fraudulent business practices, in violation of the UCL. Defendants engaged in unfair competition as follows:

(a) Violations of California Labor Code sections 204, 510, 1182.12, 1194, 1194.2, 1197 and 1198 for failing to pay all minimum, regular, and overtime wages due to Plaintiffs and Class Members;

(b) Violations of California Labor Code sections 226.7 and 512 for failing to provide timely, compliant meal periods or compensation in lieu thereof;

(c) Violation of California Labor Code section 226.7 for failing to permit timely, compliant rest periods or compensation in lieu thereof;

(d) Violation of California Labor Code section 226 for failing to provide accurate itemized wage statements;

(e) Violations of California Labor Code sections 201, 202, and 203 for failing to pay accrued wages timely upon separation of employment;

(f) Violations of California Labor Code sections 2800 and 2802 for failing to reimburse all necessary business expenses; and

(g) Violations of the IWC Wage Orders for the same conduct above.

///

117. Defendants' course of conduct, acts, and practices in violation of California law mentioned above each constitute a separate and independent violation of the UCL. Defendants' conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition. The harm to Plaintiffs and Class Members in being wrongfully denied earned wages and reimbursements outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions described herein constitute an unfair business practices or acts within the meaning of the UCL.

118. Plaintiffs further bring this cause of action on behalf of the proposed Class, seeking statutory relief to stop the misconduct of Defendants, as complained herein, and to compel restitution and disgorgement of all profits i.e., unpaid wages, reimbursements, and premiums, etc.) obtained by Defendants through the unfair and unlawful business practices described herein.

119. Pursuant to California Business & Professions Code section 17203, as a direct and proximate result of the unfair business practices of Defendants, Plaintiffs, individually, and on behalf of all employees similarly situated, are entitled to equitable and injunctive relief, against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiffs and the Class Members' remedy includes full restitution of all wages and reimbursements which have been unlawfully withheld from Plaintiffs and the Class Members as a result of the business acts and practices described herein, and an order enjoining Defendants to cease and desist from engaging in the practices described herein.

120. Plaintiffs, on behalf of themselves and the Class Members, seek restitution in the amount of the respective unpaid wages (including minimum, regular and overtime wages) earned and due for all hours worked by Plaintiffs and Class Members.

121. Plaintiffs and Class Members also request any other such legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper, including an injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent practices alleged in this Complaint.

122. As a result of Defendants' unlawful and unfair business practices, Plaintiffs and Class Members are entitled to and seek restitution and disgorgement, and other appropriate relief

1 available under the UCL. Plaintiffs, on behalf of themselves and the Class, also seek recovery of
2 attorneys' fees and costs of this action to be paid by Defendants as provided by Code of Civil
3 Procedure section 1021.5.

4 123. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
5 relief as described herein and below.

6 **EIGHTH CAUSE OF ACTION**

7 **(ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

8 **(Against All Defendants)**

9 124. Plaintiffs incorporate by reference the allegations of all the above paragraphs as
10 though fully set forth herein.

11 125. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
12 seek to recover civil penalties under California Labor Code section 2968, *et seq.* (i.e., PAGA) on
13 behalf of the State of California, the LWDA, themselves, and the Aggrieved Employees.

14 126. Plaintiffs are each "aggrieved employees" within the meaning of Labor Code section
15 2699(a) and (c) because they are persons who are or were employed by Defendants and against
16 whom one or more of the alleged violations were committed.

17 127. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of any civil
18 penalties recovered on Plaintiffs' PAGA claim will be paid to the LWDA, with Plaintiffs and
19 Aggrieved Employees receiving the remaining twenty-five percent (25%).

20 128. Plaintiffs have satisfied pre-filing requirements under Labor Code section 2699.3 to
21 initiate a civil action under PAGA. Plaintiffs provided written notice of the specific provisions of
22 the Labor Code violated by Defendants, including the facts and theories to support the alleged
23 violations to the LWDA and to Defendants. Sixty-five days have passed since Plaintiff Torres' and
24 Plaintiff Gonzalez's separate initial notices to the LWDA and Defendants, and the LWDA has not
25 responded to either notice.

26 129. For all provisions of the Labor Code except those for which a civil penalty is
27 specifically provided, Labor Code section 2699(f) imposes upon Defendants a civil penalty of \$100
28 for each aggrieved employee per pay period for each initial violation and \$200 for each aggrieved

employee per pay period for each subsequent violation.

130. The provisions of the California Labor Code violated by Defendants and those upon which Plaintiffs seek remedies available under PAGA include the following:

(a) Labor Code sections 201-204, 210, 223, 510, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 for failing to timely pay all minimum, regular, and overtime wages at the lawful rates of pay and upon separation of employment;

(b) Labor Code sections 226.7, 512, 558, and 558.1 for failing to provide timely, compliant meal and rest periods or compensation in lieu thereof;

(c) Labor Code section 226, 226.3, and 558.1 for failing to provide accurate itemized wage statements;

(d) Labor Code sections 1174 and 1174.5 for failing to maintain accurate payroll records showing all wages and hours worked; and

(e) Labor Code sections 558.1, 2800 and 2802 for failing to reimburse all necessary business expenses.

131. Labor Code section 558 provides that any “employer or any other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any Industrial Welfare Commission shall be subject to a civil penalty” for each violation and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.

132. Labor Code section 558.1 provides that any “employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1194, or 2802 [of the Labor Code] . . . , may be held liable as the employer for such violation.”

133. Pursuant to the Labor Code, Plaintiffs allege that Defendants, including the individual Defendants Tariq and Rajwant, are liable for civil penalties for violations of the Labor Code.

134. Plaintiffs were compelled to retain the services of counsel to file this enforcement

1 claim under PAGA. Plaintiffs have thereby incurred attorneys' fees and costs, which Plaintiffs are
2 entitled to recover pursuant to Labor Code section 2699(g).

3 **NINTH CAUSE OF ACTION**

4 **(FAILURE TO PRODUCE PERSONNEL FILE)**

5 **(Against All Defendants)**

6 135. Plaintiffs incorporate by reference the allegations of all the above paragraphs as
7 though fully set forth herein.

8 136. Pursuant to Cal. Lab. Code § 1198.5(b)(1), an "employer shall make the contents of
9 [an employee's] personnel records available for inspection to the current or former employee, or his
10 or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar
11 days from the date the employer receives a written request, unless the current or former employee,
12 or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to
13 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's
14 receipt of the written request." *Id.*

15 137. Defendants failed and refused to provide Plaintiff Torres's personnel records within
16 30 days of his written request.

17 138. Cal. Lab. Code § 1198.5(k) provides that "[i]f an employer fails to permit a current
18 or former employee, or his or her representative, to inspect or copy personnel records within the
19 times specified in this section, or times agreed to by mutual agreement as provided in this section,
20 the current or former employee ... may recover a penalty of seven hundred fifty dollars (\$750) from
21 the employer." *Id.*

22 139. Cal. Lab. Code § 1198.5(l) provides that "[a] current or former employee ... may
23 recover costs and reasonable attorney's fees in such an action." *Id.*

24 140. WHEREFORE, Plaintiff Torres demands judgment against Defendants and
25 requests: (1) \$750.00; (2) attorneys' fees and costs as allowed by Cal. Lab. Code § 1198.5(l); (2)
26 pre-judgment and post-judgment interest as provided by law; and (3) such other relief as the Court
27 deems fair and equitable.

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, the proposed Class, and the Aggrieved Employees, pray for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. That the Court certify the proposed Class and Waiting Time Subclass, and any other class or subclasses as appropriate under California Code of Civil Procedure section 382;
2. That Plaintiffs be appointed as Class Representatives;
3. That Daily Aljian LLP; Kingsley & Kingsley, APC; and Weinhaus & Potashnick be appointed as Class Counsel;
4. For compensatory damages, including, including unpaid minimum, regular, and overtime wages, in an amount according to proof with interest thereon;
5. For such general, economic, and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, reimbursements, benefits and penalties, including interest thereon;
7. For waiting time penalties pursuant to California Labor Code section 203;
8. For liquidated damages pursuant to California Labor Code section 1194.2;
9. For penalties pursuant to California Labor Code section 1198.5(k);
10. For statutory penalties to the extent permitted by law, including those pursuant to the California Labor Code and IWC Wage Orders;
11. For the amounts provided for in Labor Code section 226.7;
12. For attorney's fees, costs of suit, including expert fees, and interest pursuant to Labor Code sections 218.5, 218.6, 226(e), 1194, 1194.3, 1198.5(l), 2699(d), 2802(c) and Code of Civil Procedure section 1021.5;
13. For disgorgement and restitution to Plaintiffs and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200, *et seq.*;
14. For permanent injunctive relief described in the UCL cause of action;

15. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6, Civil Code sections 3287 and 3289, and applicable law;

16. For post judgment interest on all amounts awarded to Plaintiffs and Class Members as provided by law;

17. For civil penalties as specified by Labor Code sections 558, 558.1, and 2699(f), for each violation of the Labor Code during the PAGA Period as alleged herein;

18. A declaratory judgment that the practices complained of herein are unlawful under California law;

19. Such other injunctive and equitable relief as the Court may deem proper;

20. An award of damages in the amount of unpaid compensation (including compensation pursuant to Labor Code section 226.7), reimbursements and penalties subject to proof at trial; and

21. An award of such other and further relief as this Court may deem appropriate.

Dated: February 21, 2025

DAILY ALJIAN LLP

By: Simon Kwak

Justin E. D. Daily
Simon Kwak
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

Dated: February 21, 2025

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: /s/ Eric B. Kingsley

Eric B. Kingsley
Kelsey M. Szamet
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

1 Dated: February 21, 2025

WEINHAUS & POTASHNICK

3 By: /s/ Mark A. Potashnick

4 Mark A. Potashnick
5 Co-Counsel and Attorneys for Plaintiffs
6 Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs, on behalf of themselves and all others similarly situated, hereby request a jury
10 trial on all claims so triable.

11
12 Dated: February 21, 2025

DAILY ALJIAN LLP

13 By: Simon Kwak

14 Justin E. D. Daily
15 Simon Kwak
16 Co-Counsel and Attorneys for Plaintiffs
17 Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated

18
19 Dated: February 21, 2025

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

20
21 By: /s/ Eric B. Kingsley

22 Eric B. Kingsley
23 Kelsey M. Szamet
24 Co-Counsel and Attorneys for Plaintiffs
25 Leobardo Torres and Claudia Enriquez-
26 Gonzalez, individually and on behalf of all
27 others similarly situated
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: February 21, 2025

WEINHAUS & POTASHNICK

By: /s/ Mark A. Potashnick

Mark A. Potashnick
Co-Counsel and Attorneys for Plaintiffs
Leobardo Torres and Claudia Enriquez-
Gonzalez, individually and on behalf of all
others similarly situated