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

ELISA GARCIA; DIONNE ORELLANA,) CASE NO.: **21STCV18921**

Plaintiffs,

vs.

CALIFORNIA'S FAVORITE C-STORE)
COMPANY; MICHAEL S. SY; and DOES)
1 to 25, inclusive,)
Defendants.)

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO GIVE REST BREAKS;**
- 10) FAILURE TO GIVE MEAL BREAKS**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 13) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

1 **COMES NOW** Plaintiffs ELISA GARCIA and DIONNE ORELLANA (hereinafter
2 collectively “Plaintiffs”), and allege as follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
5 County of Los Angeles in this judicial district because Defendants CALIFORNIA’S
6 FAVORITE C-STORE COMPANY; MICHAEL S. SY; and DOES 1 to 25, inclusive,
7 (hereinafter collectively known as “Defendants”), do business in the County of Los Angeles
8 and because Defendants’ obligations and liabilities arise therein, and because the work that was
9 performed by Plaintiffs in the County of Los Angeles is the subject of this action. Moreover,
10 Plaintiffs’ damages sought herein exceed \$25,000.

11 2. Plaintiff ELISA GARCIA (“GARCIA”) is a female resident of the County of Los
12 Angeles, State of California.

13 3. Plaintiff DIONNE ORELLANA (“ORELLANA”) is a female resident of the County of
14 Los Angeles, State of California.

15 4. Plaintiffs are informed and believe that at all times herein mentioned, Defendant
16 CALIFORNIA’S FAVORITE C-STORE COMPANY (“C-STORE”) doing business as 7-
17 Eleven Stores with a location at 3785 WILSHIRE BLVD., SUITE 104 A-C, LOS ANGELES,
18 CA 90010 is and was a California corporation, doing business in Los Angeles County,
19 California, and which employed Plaintiffs.

20 5. Plaintiffs are informed and believe that at all times herein mentioned, Defendant
21 MICHAEL S. SY was and is a resident of the County of Los Angeles, State of California, and
22 is the managing agent/owner of C-STORE. MICHAEL S. SY is being included in this lawsuit
23 pursuant to Labor Code Section 558.1 as he personally controlled the wages, hours, and
24 working conditions of Plaintiffs and other similarly situated aggrieved employees.

25 6. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate,
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1 or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiffs
2 sue them by these fictitious names. Plaintiffs are informed and believe that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner
4 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
5 these fictitiously named defendants, Plaintiffs will amend this complaint to show the true
6 names and capacities of these fictitiously named defendants.

7 7. Unless otherwise alleged in this complaint, Plaintiffs are informed, and on the basis of
8 that information and belief, allege that at all times herein mentioned, each of the remaining
9 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
10 under the authority of their agency, employment, or representative capacity, with the consent
11 of his/her codefendants.

12 **GENERAL ALLEGATIONS**

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14 8. Plaintiff GARCIA started working for C-STORE on or around October 12, 2020. Her
15 employment with C-STORE ended on or around December 1, 2020.

16 9. During her employment tenure, Plaintiff GARCIA's job title was "cashier", and she
17 was classified as an hourly, non-exempt employee.

18 10. Plaintiff GARCIA's rate of pay was \$14.50/hour, and she was paid weekly.

19 11. Plaintiff ORELLANA started working for C-STORE towards the end of 2020 with her
20 last day of work being in January 2021.

21 12. During her employment tenure, Plaintiff ORELLANA's job title was that of
22 "cashier/shift leader" and she was classified as an hourly, non-exempt employee.

23 13. Plaintiff ORELLANA's rate of pay was \$15.00/hour, and she was paid weekly.

24 14. It is Plaintiffs' position that C-STORE has violated numerous Labor Code Sections
25 against Plaintiffs and other similarly situated aggrieved employees.

26 15. C-STORE did not provide Plaintiffs and other similarly situated aggrieved employees
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1 with the minimum wages to which they were entitled for work performed and as such did
2 compensate Plaintiffs and others for all hours worked at the minimum wage rate pursuant to
3 California Labor Code sections 1194, 1197 and 1197.1 as the initial paychecks provided by the
4 company to Plaintiffs was less than the California minimum wage. Moreover, C-STORE failed
5 to compensate Plaintiffs for all hours worked and failed to pay the minimum wage due to the
6 fact that Plaintiffs were not compensated whatsoever for their training time despite
7 complaining to management about it. Additionally, time clock entries were adjusted by
8 management to the detriment of the employees and the company as a whole had a policy of
9 rounding down hours worked, thus, translating into Plaintiffs and other aggrieved employees
10 not getting paid for all hours worked and not getting the minimum wage for all hours worked.

11 16. Due to the above violations, C-STORE violated Labor Code §510 because it failed to
12 pay Plaintiffs and other similarly situated aggrieved employees overtime, even though they
13 worked more than 8 hours per day and/or 40 hours per week throughout their employment.
14 Plaintiffs' and others' actual work hours entitled them to overtime compensation, however, C-
15 STORE had a company policy wherein they would not compensate for overtime hours.

16 17. C-STORE also violated Labor Code § 226.7 and the appropriate Industrial Welfare
17 Commission Wage Order no. 4/7 because it failed to provide Plaintiffs and others with 10-minute
18 rest periods for every four hours of work, or majority portion thereof, throughout their
19 employment. C-STORE did not completely relieve Plaintiffs and others of all duty during said
20 rest periods. C-STORE did not pay to Plaintiffs and others one additional hour of pay at
21 Plaintiffs' regular rate of compensation for each workday that one or more statutory rest periods
22 was not provided. It was not company policy and not part of the company culture for employees
23 such as Plaintiffs and others to take rest breaks. As such, the culture at C-STORE did not lend
24 itself to the employees receiving statutory breaks wherein they were relieved of all work duties.
25 It was the normal practice and custom of C-STORE not to authorize, permit, and enforce
26 statutory rest periods. There was no time for the staff to be able to take rest breaks wherein they
27 were relieved of all duties since Plaintiffs and others could not leave the cash register and their
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1 designated area to take a ten-minute uninterrupted rest period. The latter was also a function of
2 understaffing and the company deciding not to hire more people to act as “breakers” so that all
3 employees could get statutory breaks. As such, the environment and culture at C-STORE was
4 not conducive to receiving statutory rest breaks under California law.
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6 18. C-STORE also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
7 Commission Wage Order no. 4/7 because it failed to provide Plaintiffs and others the requisite
8 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their
9 employment. C-STORE did not completely relieve Plaintiffs and others of all duty during said
10 meal periods. C-STORE did not pay to Plaintiffs and others one additional hour of pay at
11 Plaintiffs’ regular rate of compensation for each workday that one or more statutory meal periods
12 was not provided. Plaintiffs and other aggrieved employees would sometimes be forced to skip
13 meal periods altogether and would often take the meal periods after the 5th hour worked due to
14 understaffing and being too busy, as described above. There were no “breakers” to ensure that
15 Plaintiffs were receiving timely, uninterrupted meal periods. As alluded to above, as a result of
16 being alone and understaffed at the store, Plaintiffs and others did not receive thirty-minute
17 uninterrupted meal periods wherein they were relieved of all work duty.

18 19. Furthermore, during the relevant time period and due the above-mentioned violations, C-
19 STORE failed to pay Plaintiffs and others all wages due to them within any time period specified
20 by California Labor Code section 204. C-STORE was also in violation of California Labor Code
21 section 226(a), by failing to include pertinent information on the wage statements, including but
22 not limited to, all hours worked (overtime and regular hours, including training), the correct
23 hourly rates and all applicable hourly rates, gross wages earned, net wages earned, the correct
24 start and end of the pay period, all deductions, all employee information, and the correct name
25 and address of the legal entity. In fact, according to the California Secretary of State Website,
26 the legal entity address is 19929 Elm Place, Porter Ranch, CA 91326. Note that this latter address
27 did not appear on the paystubs. Moreover, Plaintiffs’ pay stubs did not indicate any premium
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1 pay for the missed meal and rest breaks. As such, C-STORE did not provide Plaintiffs and other
2 similarly situated aggrieved employees with complete, accurate itemized wage statements. In
3 fact, Plaintiffs were not able to retrieve their paystubs since they were not able to retrieve it via
4 the application. Note that Plaintiffs did alert management to the issue of not being able to access
5 their paystubs.

6 20. During the relevant time period, C-STORE also failed to keep accurate and complete
7 payroll records showing the actual hours worked per day and the wages paid to Plaintiffs and
8 others pursuant to California Labor Code sections 1174(d).

9 21. C-STORE also violated Labor Code § 203 because it willfully failed to pay Plaintiffs and
10 other similarly situated aggrieved employees earned and due wages upon separation of
11 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
12 After Plaintiffs' employment with C-STORE ended, C-STORE failed and refused to pay all
13 wages earned and due immediately upon separation. These earned but unpaid wages include
14 minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.
15 Additionally, during the relevant time period, Plaintiffs and others incurred necessary, business-
16 related expenses and costs that were not reimbursed by C-STORE. These costs include, but are
17 not limited to, use of personal cell phones for work purposes as C-STORE management and
18 ownership would call Plaintiffs during work hours on their personal cell phones to discuss work-
19 related matters. Accordingly, C-STORE was in violation of California Labor Code sections 2800
20 and 2802.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

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

25 **(Plaintiffs against all named defendants and all DOE defendants)**

26 22. Plaintiffs re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

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

6 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
7 Plaintiffs for all hours worked.

8 25. Under the aforementioned wage order and regulations, Plaintiffs are to recover
9 compensation for all hours worked but not paid by Defendants for the three (3) years
10 preceding the filing of this Complaint.

11 26. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in
12 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
13 this Court.

14 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
15 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiffs are
16 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
17 reasonable attorney's fees and costs of suit.

18 28. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
20 amount known to Plaintiffs once they have obtained all of their payroll records from
21 Defendants.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 **(California Labor Code Sections 1194, 1194.2, 1197)**

25 **(Plaintiffs against all named defendants and all DOE defendants)**

26 29. Plaintiffs re-allege and incorporate by reference each and every allegation in
27 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.
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1 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
2 to suffer or permit a California employee to work without paying wages at the minimum wage
3 rate for all hours worked as required by the applicable Industrial Welfare Commission
4 (hereinafter "IWC") Wage Order No. 4-2001/7-2001, codified at California Code of
5 Regulations, Title 8, Section 11040/11070, subdivision 4.

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

10 32. During their employment, Plaintiffs were regularly required as a matter of uniform
11 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiffs
12 were paid less than the minimum wage rate by Defendants for hours worked in violation of
13 California Labor Code Section 1197 and the applicable California Industrial Wage
14 Commission wage order(s).

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

19 34. For all hours worked by Plaintiffs for which they were paid less than the minimum
20 wage rate by Defendants, Plaintiffs are entitled to not less than the applicable California
21 minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an
22 amount equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section
23 1194, Plaintiffs are also entitled to attorney's fees, costs and interests according to proof.

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

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FAILURE TO PAY OVERTIME

(Plaintiffs against all named defendants and all DOE defendants)

44. Defendants did not pay Plaintiffs premium wages of at least two times Plaintiffs' regular rate of pay for hours worked past twelve (12) in a day.

1 45. Plaintiffs worked at least one pay period in which they were not properly paid overtime
2 within the three (3) years prior to the initiation of this lawsuit.

3 46. Defendants know or should know the actual dates of overtime worked, the amount of
4 overtime worked, and the amount of unpaid overtime due.

5 47. As a proximate result of Defendants' violations, Plaintiffs have been damaged in an
6 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
7 Court.

8 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
9 Regulations, Title 8, Sections 11040/11070, Plaintiffs are entitled to recover damages for the
10 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
11 reasonable attorney's fees and costs of suit.

12 49. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

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16 **FOURTH CAUSE OF ACTION**

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

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

19 **(Plaintiffs against all named defendants and all DOE defendants)**

20 50. Plaintiffs re-allege and incorporate by reference each and every allegation in
21 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

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

24 52. Defendants knowingly and intentionally did not furnish Plaintiffs with any pay stubs
25 that accurately reflected all information required by Labor Code Section 226, including but not
26 limited to, gross wages earned, net wages earned, total hours worked by the employee, all
27 deductions, and premium pay for missed rest and meal breaks. Therefore, Defendants failed to
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maintain and provide accurate itemized wage statements to Plaintiffs in accordance with California Labor Code Section 226(a).

53. Pursuant to California Labor Code Section 226(e), Plaintiffs are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiffs only claims damages under this cause of action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs are entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiffs against all named defendants and all DOE defendants)

56. Plaintiffs re-allege and incorporate by reference each and every allegation in paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

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

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

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

6 60. After Plaintiffs' employment with Defendants ended, Defendants willfully refused and
7 continue to refuse to pay them unpaid wages as required by Labor Code Section 203.

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

12 62. Under this cause of action, Plaintiffs also pray for attorney's fees and costs under
13 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
14 forth herein. Plaintiffs also pray for interest under California Labor Code Section 218.6.

15 63. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

20 **(California Labor Code Section 204)**

21 **(Plaintiffs against all named defendants and all DOE defendants)**

22 64. Plaintiffs re-allege and incorporate by reference each and every allegation in
23 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

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

26 66. At all times relevant during the liability period, Defendants failed to pay Plaintiffs the
27 full amount of all owed wages when due as required by California Labor Code Section 204.
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1 67. Defendants failed to pay Plaintiffs all wages earned each pay period. Plaintiffs are
2 informed, believe, and thereon allege, that all times relevant during the liability period,
3 Defendants maintained a policy or practice of not paying Plaintiffs wages for all hours worked,
4 including overtime hours and the minimum wage.

5 68. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an
6 amount, subject to proof, to the extent they were not paid all wages each pay period. The
7 precise amount of unpaid wages is not presently known to Plaintiffs but can be determined
8 directly from Defendants' records or indirectly based on information from Defendants'
9 records.

10 69. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTION 558**

15 **(California Labor Code Section 558)**

16 **(Plaintiffs against all named defendants and all DOE defendants)**

17 70. Plaintiffs re-allege and incorporate by reference each and every allegation in
18 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

19 71. California Labor Code Section 558 states that any person acting on behalf of an
20 employer who violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
22 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to an amount
24 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
25 hundred dollars (\$100) for each underpaid employee for each pay period for which the
26 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
27 Plaintiffs claim penalties for five (5) years immediately preceding the date this lawsuit was
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1 filed.

2 72. Plaintiffs hereby allege that named Defendants violated Labor Code Section 558. Thus,
3 Defendants are subject to civil penalties under the following laws:

- 4 a. California Labor Code Section 558. Defendants failed to pay Plaintiffs regular and
5 overtime wages for overtime hours worked. As such, Defendants violated Section
6 558 under which penalties are due. Plaintiffs therefore pray for penalties of \$50.00
7 for the first pay period and \$100.00 for each subsequent violation for each pay
8 period for which Plaintiffs were underpaid in addition to an amount sufficient to
9 recover underpaid wages.
- 10 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
11 relief associated with Plaintiffs' prosecution of this cause of action under California
12 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
13 paying Plaintiffs for their overtime hours worked and for all hours worked.
- 14 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
15 fees for relief associated with Plaintiffs' prosecution of this cause of action under
16 California Labor Code Sections 200, et seq.

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18 73. Under this cause of action, Plaintiffs pray for all penalties and pay otherwise due under
19 the statutes, regulations, and wage orders alleged in this cause of action along with any
20 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

21 74. Plaintiffs also pray for Labor Code Section 211 and 218.5 recovery of costs an
22 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.
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24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

27 **(Plaintiffs against all named defendants and all DOE defendants)**
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1 75. Plaintiffs re-allege and incorporate by reference each and every allegation in
2 paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

3 76. Labor Code section 1174(d) requires that employers, including Defendants, maintain
4 accurate records showing the hours worked daily by its employees and to whom wages were
5 paid.

6 77. Additionally, the “Records” section of the applicable IWC Wage Order obligates the
7 employer, including Defendants, to keep accurate information with respect to each one of their
8 employees including, but not limited to, the total wages paid each payroll period, and time
9 records showing when the employee begins and ends each work period, meal periods, split
10 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
11 the applicable rates of pay.

12 78. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
13 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
14 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
15 records of Plaintiffs’ total daily hours, the total hours worked in the payroll period, the
16 applicable rates of pay, and total wages earned for the payroll period.

17 79. As a direct result of Defendants’ violations alleged herein, Plaintiffs have suffered and
18 continue to suffer substantial losses related to Defendants’ failure to record and maintain
19 records of meal and rest periods as well as time records.

20 80. Plaintiffs seek all available remedies for Defendants’ violations including, but not
21 limited penalties, and costs to the extent permitted by law and according to proof at trial.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO GIVE REST BREAKS**

24 **(Plaintiffs against all named defendants and all DOE defendants)**

25 81. Plaintiffs re-allege and incorporate by reference each and every allegation in
26 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.
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1 82. Plaintiffs bring this cause of action under the following laws, for the following reasons:

- 2 a. Title 8 of the California Code of Regulations Sections 11040/11070(12)(A), which
3 provides that every employer shall authorize and permit all employees to take rest
4 periods, which insofar as practicable shall be in the middle of each work period.
5 The authorized rest period time shall be based on the total hours worked daily at the
6 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
7
8 b. Title 8 of the California Code of Regulations Sections 11040/11070(12)(B), which
9 provides that if an employer fails to provide an employee a rest period in
10 accordance with the applicable provisions of this order, the employer shall pay the
11 employee one (1) hour of pay at employee's regular rate of compensation for each
12 workday that the rest period is not provided;
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14 c. Title 8 of the California Code of Regulations sections 11040/11070(20)(A), which
15 penalizes the employer \$50.00 for each initial violation, per employee, of any
16 provision of the Wage Order, and \$100.00 for each additional violation thereafter
17 per employee; and
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19 d. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any rest period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if an employer fails to provide an
22 employee a rest period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at employee's regular rate of compensation for each work day that the rest
25 period is not provided.

26 83. Plaintiffs allege that they were not authorized and permitted to take a ten (10) minute
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1 rest break after every four (4) hours of work or major fraction thereof, as required by California
2 law.

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

7 85. Plaintiffs also pray for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 86. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **TENTH CAUSE OF ACTION**

13 **FAILURE TO GIVE MEAL BREAKS**

14 **(Plaintiffs against all named defendants and all DOE defendants)**

15 87. Plaintiffs re-allege and incorporate by reference each and every allegation in
16 paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

17 88. Plaintiffs bring this cause of action under the following laws, for the following reasons:

- 18 a. California Labor Code section 512(a), which requires that employees be given a 30-
19 minute uninterrupted meal break after five (5) hours of work, and a second
20 uninterrupted meal break after ten (10) hours of work;
21 b. California Labor Code section 226.7, which states that (a) no employer shall require
22 any employee to work during any meal period mandated by an applicable order of
23 the Industrial Welfare Commission, and (b) if any employer fails to provide an
24 employee a meal period in accordance with an applicable order of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour
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1 of pay at the employee's regular rate of compensation for each workday that the
2 meal period is not provided;

3 c. California Industrial Welfare Commission Order No. 4/7 section 11(B), as codified
4 under Title 8 of the California Code of Regulations Section 11040/11070, which
5 states that if an employer fails to provide an employee a meal period in accordance
6 with the applicable provisions of the Wage Order, the employer shall pay the
7 employee one (1) hour of pay at the employee's regular rate of compensation for
8 each workday that the meal period is not provided;

9
10 d. California Industrial Welfare Commission Wage Order No. 4/7 Section 7(A)(3), as
11 codified under Title 8 of the California Code of Regulations Section 11040/11070,
12 which requires an employer to maintain records documenting its employees' meal
13 periods;

14 e. California Industrial Welfare Commission wage order No. 4/7 Section 20(A), as
15 codified under California Code of Regulations Section 11040/11070, which
16 penalizes the employer \$50.00 for each initial violation, per employee, of any
17 provision of the Wage Order, and \$100.00 for each additional violation thereafter
18 per employee; and

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20 f. California Labor Code section 1171 and 1173, which have given the California
21 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4/7)
22 as enforceable law.

23
24 89. Plaintiffs allege that they were not authorized and permitted to take relieved meal
25 breaks after five (5) hours of work. Plaintiffs further allege that they were not authorized and
26 permitted to take a second relieved meal break after ten (10) hours of work, as required by
27 California law. California Labor Code section 512(a) and California Industrial Welfare
28

Commission Order No. 4/7, as codified under California Code of Regulations Sections 11040/11070 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11070 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

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

91. Plaintiffs also pray for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

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

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

(Plaintiffs Against All Named Defendants and all DOE Defendants)

93. Plaintiffs re-allege and incorporate by reference each and every allegation in paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

94. Pursuant to law, Plaintiffs provided the required written notice to the LWDA and

1 Defendants of the specific violations of the California Labor Code that Defendants
2 and DOE defendants have violated and continue to violate.

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

5 96. Plaintiffs therefore have exhausted all administrative remedies required of them under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code.

9 97. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
10 provides for a civil penalty to be assessed and collected by the LWDA or any of its
11 departments, divisions, commissions, boards, agencies, or employees for violation of the code
12 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
13 on behalf of himself or herself and other current or former employees pursuant to the
14 procedures specified in California Labor Code section 2699.3.

15 98. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged
16 violator and had one or more of the alleged violations committed against them, and therefore
17 are properly suited to represent the interests of other current and former hourly, non-exempt
18 employees who worked for C-STORE in the State of California during the PAGA period.

19 99. Based on the acts alleged above, Plaintiffs, on behalf of themselves and others, seek
20 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
21 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

22 100. Plaintiffs therefore have exhausted all administrative remedies required of them under
23 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
24 cause of action and pursue penalties in a representative action for Defendants' violations of the
25 Labor Code.

26 101. California Labor Code section 2699 et seq. imposes penalties upon culpable
27
28

Defendants for violating the Labor Code.

102. California Labor Code section 558 establishes a civil penalty as follows: Any employer or other person action 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 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid ...;

103. Plaintiffs seek penalties for Defendants’ misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiffs are not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

104. Specifically, Plaintiffs seek penalties under California Labor Code section 2699, for the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

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

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

106. Plaintiffs re-allege and incorporate by reference each and every allegation in

1 paragraphs 1 through 105, inclusive, of this Complaint as thought fully set forth herein.

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

5 108. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
6 their duties for Defendant, Plaintiffs incurred reasonable and necessary expenses in the course
7 of completing their job duties, which were not reimbursed by Defendant. These expenses
8 include, but are not limited to, use of personal cell phones for work purposes as C-STORE
9 management and ownership would call Plaintiffs during work hours on their personal cell
10 phones to discuss work-related matters.

11 109. Plaintiffs are entitled to reimbursement for these necessary expenditures, plus interest
12 and attorney’s fees and costs, under Labor Code section 2802.

13 **THIRTEENTH CAUSE OF ACTION**

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

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

16 **(Plaintiffs against Defendants and all DOE defendants)**

17 110. Plaintiffs re-allege and incorporate by reference each and every allegation in
18 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

19 111. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
20 constitute unfair and unlawful business practices under California Business and Professions
21 Code Section 17200, et seq.

22 112. Defendants’ violations of California labor laws constitutes a business practice because
23 it was done repeatedly over a significant period of time in a systematic manner that was
24 detrimental to Plaintiffs and other similarly situated aggrieved employees.

25 113. For the four years preceding the filing of this action, Plaintiffs have suffered damages
26 and request damages and/or restitution of all monies and profits to be disgorged from
27 Defendants in an amount according to proof at time of trial, but in excess of the
28

jurisdiction of this Court.

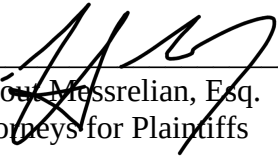
WHEREFORE, Plaintiffs pray for Judgment against Defendants and each of them, as follows:

1. For compensatory damages including lost past wages, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiffs in an amount according to proof;
4. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
5. For damages and penalties against Defendants under Labor Code section 226 for Plaintiffs in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
7. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint, and representative PAGA claims;
8. For all remedies available to Plaintiffs under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
9. For the imposition of civil penalties and/or statutory penalties;
10. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
10. For one hour of wages due to Plaintiffs for each work period of more than five (5) hours when Plaintiffs did not receive an uninterrupted thirty (30) minute meal period.

- 1 12. For one hour of wages due to Plaintiffs for each work period of at least three-and-a-half
2 (3.5) hours when Plaintiffs did not receive an uninterrupted ten (10) minute rest period.
3 13. Costs and expenses of suit incurred herein;
4 14. For all interest as allowed by law;
5 15. For such other and further relief as the Court deems just and proper.
6

7 DATED: May 19, 2021

MESSRELIAN LAW INC.

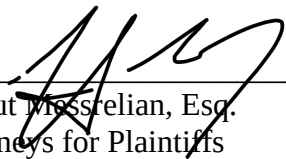
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9 By 
10 Harout Messrelian, Esq.
11 Attorneys for Plaintiffs

12 **DEMAND FOR JURY TRIAL**

13 Plaintiffs hereby demand, as a matter of right, a trial by jury in this case.
14

15 DATED: May 19, 2021

MESSRELIAN LAW INC.

16
17 By 
18 Harout Messrelian, Esq.
19 Attorneys for Plaintiffs
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