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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

RAEIGN VELASQUEZ, MIKAYLA ASEVO
and ERIC RIVAS on behalf of themselves and
on behalf of all persons similarly situated

Plaintiff,

v.

TEAM BLAZE, a California Corporation;
GHOLAMREZA MEDALI, an individual; and
DOES 1 to 100, inclusive,

Defendants.

Case No. **30-2021-01187932-CU-OE-CXC**
Assigned for all purposes to: Judge Peter Wilson Dept: CX102

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE
§§ 226.7 AND 512;**
- (2) VIOLATION OF LABOR CODE
§ 226.7;**
- (3) VIOLATION OF LABOR CODE
§§ 1194, 1194.2, 1197 and 1197.1;**
- (4) VIOLATION OF LABOR CODE
§§ 510, 1194, 1197 and 1197.1;**
- (5) VIOLATION OF LABOR CODE
§ 226;**
- (6) VIOLATION OF BUSINESS AND
PROFESSIONS CODE §17200,
ET SEQ.; AND**
- (7) VIOLATION OF LABOR CODE
§ 2698, ET SEQ.**

DEMAND OVER \$25,000

1 Plaintiffs Raelyn Velasquez, an individual (hereinafter referred to as “VELASQUEZ”), Mikayla
2 Asevo, an individual (hereinafter referred to as “ASEVO”), and Eric Rivas, an individual (herein
3 referred to as “RIVAS”) (VASQUEZ, ASEVO, AND RIVAS are herein collectively referred to as
4 “PLAINTIFFS”), hereby submit this Class Action Complaint against Defendants TEAM BLAZE
5 (“DEFENDANT”), GHOLAMREZA MEDALI (“MEDALI”) and DOES 1-50 (hereinafter collectively
6 referred to as “DEFENDANTS”), individually and on behalf the Class of all other similarly situated
7 current and former employees of DEFENDANT for penalties and/or damages for failure to provide
8 proper meal and rest periods, failure to pay minimum wages for all hours worked, failure to pay
9 overtime, failure to provide accurate and complete itemized wage statements, and restitution for unfair
10 business practices in violation of Business and Professions Code § 17200, *et seq.*, as follows:

11 **JURISDICTION AND VENUE**

12 1. This class action is within the Court’s jurisdiction under California Labor Code §§ 201-
13 204, 226, 226.7, 510, 512, 1194 and 1197.1, the California Industrial Welfare Commission’s (“IWC”)
14 Wage Orders, and the California Unfair Competition Law (the “UCL”), codified at California Business
15 and Professions Code § 17200, *et seq.*

16 2. This Complaint challenges systemic illegal employment practices resulting in violations
17 of the California Labor Code and Business and Professions Code against employees of DEFENDANTS.

18 3. PLAINTIFFS are informed and believe, and based thereon allege that DEFENDANTS
19 have acted intentionally and with deliberate indifference and conscious disregard to the rights of all
20 employees by unlawfully failing to pay overtime and minimum wages for all hours worked, failing to
21 provide off-duty meal and rest periods, and failing to provide accurate and complete itemized wage
22 statements.

23 4. PLAINTIFFS are informed and believes and based thereon allege that DEFENDANTS
24 have engaged in, among other things a system of willful violations of the California Labor Code,
25 Business and Professions Code and applicable IWC Wage Orders by creating and maintaining policies,
26 practices and customs that knowingly deny employees the above stated rights and benefits.

27 5. The policies, practices and customs of DEFENDANTS described above and below have
28 resulted in unjust enrichment of DEFENDANTS and an unfair business advantage over businesses that
routinely adhere to the strictures of the California Labor Code and the California Business and

1 Professions Code.

2 6. Venue is properly laid in this Court inasmuch as TEAM BLAZE is incorporated in
3 Orange County.

4 **PARTIES**

5 7. TEAM BLAZE was and is a California Corporation doing business in the State of
6 California. TEAM BLAZE operates a number of pizza chain restaurants in the State of California,
7 including without limitation, Los Angeles and Orange Counties.

8 8. MEDALI is the owner, founder, and principal of TEAM BLAZE. MEDALI is being
9 sued under legal theories and doctrines including, but not limited to, joint employer and alter ego.
10 PLAINTIFFS are informed and believe, and based thereon allege, that MEDALI exercises direct control
11 over the wages, hours, and working conditions of TEAM BLAZE employees, does not observe
12 corporate forms, undercapitalizes the company, and commingles company and personal funds.

13 9. VELASQUEZ was employed as an associate and shift lead at TEAM BLAZE's location
14 on 1 N. Indian Hill Blvd, Claremont, CA 91711 from approximately January 2019 through December of
15 2020. VELASQUEZ's most recent hourly rate was \$15.00 per hour.

16 10. ASEVO was employed as an associate at TEAM BLAZE's location on 1 N. Indian Hill
17 Blvd, Claremont, CA 91711 from approximately, from approximately November of 2018 through
18 October of 2020. ASEVO's most recent hourly rate was \$13.00 per hour.

19 11. RIVAS was employed as an associate and shift lead at TEAM BLAZE's location on 1 N.
20 Indian Hill Blvd, Claremont, CA 91711 from approximately November of 2016 through November of
21 2018, and again from November 2019 through December of 2020. RIVAS' most recent hourly rate was
22 \$14.00 per hour.

23 12. PLAINTIFFS were victim of the policies, practices, and customs of DEFENDANTS
24 complained of in this action in ways that have deprived there of the rights guaranteed by §§ 201-204,
25 226, 226.7, 510, 512, 1194 and 1197.1, the applicable IWC Wage Orders, and the UCL.

26 **DOE DEFENDANTS**

27 13. PLAINTIFFS do not know the true names or capacities, whether individual, partner or
28 corporate, of the DEFENDANTS sued herein as Does 1 through 50, inclusive, and for that reason, said
DEFENDANTS are sued under such fictitious names, and PLAINTIFFS pray for leave to amend this

1 complaint when the true names and capacities are known. PLAINTIFFS are informed and believes and,
2 based thereon allege, that each of said fictitious DEFENDANTS was responsible in some way for the
3 matters alleged herein and proximately caused PLAINTIFFS to be subject to the illegal employment
4 practices, wrongs and injuries complained of herein.

5 **AGENCY AND JOINT EMPLOYER STATUS OF EACH DEFENDANT**

6 14. At all times herein mentioned, each of said DEFENDANTS participated in the doing of
7 the acts hereinafter alleged to have been done by the named DEFENDANTS; and furthermore, the
8 DEFENDANTS, and each of them, were the agents, servants and employees of each of the other
9 DEFENDANTS, as well as the agents of all DEFENDANTS, and at all times herein mentioned, were
10 acting within the course and scope of said agency and employment.

11 15. PLAINTIFFS are informed and believes, and based thereon allege, that at all times
12 material hereto, each of the DEFENDANTS named herein was the agent, employee, alter ego and/or
13 joint venturer of, or working in concert with each of the other co-DEFENDANTS and was acting within
14 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
15 said acts, conduct, and omissions were perpetrated by certain DEFENDANTS, each of the remaining
16 DEFENDANTS confirmed and ratified said acts, conduct, and omissions of the acting DEFENDANTS.

17 16. At all times herein mentioned, DEFENDANTS, and each of them, were members of, and
18 engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope
19 of, and in pursuance of, said joint venture, partnership and common enterprise.

20 17. At all times herein mentioned, the acts and omissions of various DEFENDANTS, and
21 each of them, concurred and contributed to the various acts and omissions of each and all of the other
22 DEFENDANTS in proximately causing the injuries and damages as herein alleged. At all times herein
23 mentioned, DEFENDANTS, and each of them, ratified each and every act or omission complained of
24 herein. At all times herein mentioned, the DEFENDANTS, and each of them, aided and abetted the acts
25 and omissions of each and all of the other DEFENDANTS in proximately causing the damages as herein
26 alleged.

27 18. At all times herein mentioned and with respect to the specific matters alleged in this
28 Complaint, except where specifically alleged to the contrary, PLAINTIFFS are informed and believe
that each DEFENDANT was a joint employer, affiliate, partner, agent, licensee, and/or joint venturer of

each of the remaining DEFENDANTS, and was at all times acting within the course and scope of such agency, service, employment, control and/or joint venture, and each Defendant has ratified, approved, profited from and/or authorized the acts of each of the remaining Defendants and/or failed to prevent such acts when having the power and/or duty to do so, with full knowledge of said acts.

19. PLAINTIFFS are informed and believe and based thereon allege that each of the DEFENDANTS is liable to PLAINTIFFS under legal theories and doctrine including but not limited to (1) joint employer; (2) joint venturer; (3) integrated enterprise; (4) agency; and/or (5) alter ego, based in part, on the facts set forth herein.

CLASS ACTION ALLEGATIONS

20. **Definition:** The named individual PLAINTIFFS seek class certification, pursuant to California Code of Civil Procedure § 382 of the following Classes:

a. All of DEFENDANT's current and former non-exempt employees who worked for DEFENDANT in the State of California at any time from September 12, 2016 through the present ("WAGE AND OVERTIME CLASS");

b. All of DEFENDANT's current and former non-exempt employees who worked for DEFENDANT in the State of California at any time from September 12, 2016 through the present and worked more than 5 hours in any shift ("MEAL PERIOD CLASS");

c. All of DEFENDANT's current and former non-exempt employees who worked for DEFENDANT in the State of California at any time from September 12, 2016 through the present and worked 3.5 hours in any shift ("REST PERIOD CLASS").

21. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of DEFENDANT's records, including payroll records. PLAINTIFFS are informed and believes, and based thereon allege, that DEFENDANT: (a) failed to provide proper meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (b) failed to pay for all hours worked and failed to pay all overtime and minimum wages in violation Labor Code §§ 510, 1194, 1197, and 1197.1 and the applicable IWC Wage Orders; (c) failed to provide accurate and complete itemized wage statements in violation of Labor Code § 226; and (d) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage

1 Orders.

2 22. **Adequacy of Representation:** The named PLAINTIFFS are fully prepared to take all
3 necessary steps to represent fairly and adequately the interests of the class defined above.
4 PLAINTIFFS' attorneys are ready, willing and able to fully and adequately represent the Class and
5 individual PLAINTIFFS. PLAINTIFFS' attorneys have prosecuted and settled wage-and-hour class
6 actions in the past and currently have a number of wage-and-hour class actions pending in California
7 courts.

8 23. DEFENDANTS uniformly administered a corporate policy, practice of: (a) failing to
9 provide proper meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (b) failing to pay for
10 all hours worked and failed to pay all minimum and overtime wages in violation Labor Code §§ 510,
11 1194, 1197, and 1197.1 and the applicable IWC Wage Orders; (c) failing to provide accurate and
12 complete itemized wage statements in violation of Labor Code § 226; and (d) engaging in Unfair
13 Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage
14 Orders.

15 24. **Common Question of Law and Fact:** There are predominant common questions of law
16 and fact and a community of interest amongst PLAINTIFFS and the claims of the Class concerning
17 DEFENDANTS: (a) failing to provide proper meal and rest breaks in violation of Labor Code §§ 226.7
18 and 512; (b) failing to pay for all hours worked and failed to pay all minimum and overtime wages in
19 violation Labor Code §§ 510, 1194, 1197, and 1197.1 and the applicable IWC Wage Orders; (c) failing
20 to provide accurate and complete itemized wage statements in violation of Labor Code § 226; and (d)
21 engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the
22 applicable IWC Wage Orders.

23 25. **Typicality:** The claims of PLAINTIFFS are typical of the claims of all members of the
24 Class in that PLAINTIFFS have suffered the harm alleged in this Complaint in a similar and typical
25 manner as the Class members. In particular, PLAINTIFFS worked more than 5 hours in a shift without
26 being provided with 30-minute off-duty meal breaks, and worked more than 10 hours in a shift without
27 being provided with second 30-minute off-duty meal breaks. PLAINTIFFS also worked shifts 3.5 hours
28 in length without being provided with 10-minute off-duty rest breaks. PLAINTIFFS were also not
compensated for minimum wages for all of their hours worked and were not paid all earned overtime,

1 including without limitation, receiving text messages and calls outside of working hours regarding
2 scheduling or other work matters and not being paid for that time, and attending meetings and not being
3 paid wages for the entire meeting. PLAINTIFFS were also not provided accurate itemized wage
4 statements as a result of the above unpaid minimum and overtime wages, as well as failure to pay
5 premium wages for missed meal and rest break. As such, PLAINTIFFS are members of the Classes and
6 have suffered the alleged violations of California Labor Code §§ 201-204, 226, 226.7, 510, 512, 1194,
7 and 1197.1 and the applicable IWC Wage Orders.

8 26. The California Labor Code and upon which PLAINTIFFS base their claims is broadly
9 remedial in nature. These laws and labor standards serve an important public interest in establishing
10 minimum working conditions and standards in California. These laws and labor standards protect the
11 average working employee from exploitation by employers who may seek to take advantage of superior
12 economic and bargaining power in setting onerous terms and conditions of employment.

13 27. The nature of this action and the format of laws available to PLAINTIFFS and members
14 of the Class identified herein make the class action format a particularly efficient and appropriate
15 procedure to redress the wrongs alleged herein. If each employee were required to file an individual
16 lawsuit, DEFENDANTS would necessarily gain an unconscionable advantage since it would be able to
17 exploit and overwhelm the limited resources of each individual PLAINTIFFS with their vastly superior
18 financial and legal resources. Requiring each Class member to pursue an individual remedy would also
19 discourage the assertion of lawful claims by employees who would be disinclined to file an action
20 against their former and/or current employer for real and justifiable fear of retaliation and permanent
21 damage to their careers at subsequent employment.

22 28. The prosecution of separate actions by the individual Class members, even if possible,
23 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
24 Class members against DEFENDANTS and which would establish potentially incompatible standards of
25 conduct for DEFENDANT, and/or (b) adjudications with respect to individual Class members which
26 would, as a practical matter, be dispositive of the interest of the other Class members not parties to the
27 adjudications or which would substantially impair or impede the ability of the Class members to protect
28 their interests. Further, the claims of the individual members of the Class are not sufficiently large to
warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

1 29. Such a pattern, practice and uniform administration of corporate policy regarding illegal
2 employee compensation described herein is unlawful and creates an entitlement to recovery by
3 PLAINTIFFS and the Class identified herein, in a civil action, for unpaid wages, including interest
4 thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
5 California Labor Code §§ 218.5, 226, 510, 1194, 1197, and 1197.1 and Code of Civil Procedure §
6 1021.5.

7 30. Proof of a common business practice or factual pattern, which the named PLAINTIFFS
8 experienced and is representative of, will establish the right of each of the members of the Class and
9 Subclasses to recovery on the causes of action alleged herein.

10 31. The Class is commonly entitled to a specific fund with respect to the compensation
11 illegally and unfairly retained by DEFENDANTS. The Class is commonly entitled to restitution of
12 those funds being improperly withheld by DEFENDANTS. This action is brought for the benefit of the
13 entire Class will result in the creation of a common fund.

14 **FIRST CAUSE OF ACTION**
15 **(Violation of Labor Code §§ 226.7 and 512)**

16 **(Against all Defendants by Plaintiffs and the Meal Period Class)**

17 32. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 31 as though
18 fully set for herein.

19 33. At all times relevant herein, DEFENDANTS failed in their affirmative obligations to
20 ensure that PLAINTIFFS, and other Class members, had the opportunity to take and were provided with
21 proper off-duty meal periods in accordance with the mandates of the California Labor Code and the
22 applicable IWC Wage Order. At all relevant times, PLAINTIFFS and Class members were suffered and
23 permitted to work through legally required meal periods and were denied the opportunity to take their
24 off-duty meal breaks. As such, DEFENDANTS are responsible for paying premium compensation
25 pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. DEFENDANTS, as a matter of
26 corporate policy and procedure, regularly failed to pay such premium compensation for each meal
27 period that was not properly provided to PLAINTIFFS and the Class members.

28 34. At all relevant times, PLAINTIFFS and Class Members regularly worked in excess of
five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in

1 excess of five (5) hours. Furthermore, PLAINTIFFS and Class Members who worked in excess of ten
2 (10) hours per day had a right to take a second 30-minute meal period each day worked in excess of ten
3 (10) hours. However, as a pattern and practice, DEFENDANTS regularly failed to provide meal periods
4 as required by law to PLAINTIFFS and other employees.

5 35. This policy of making employees to work through their legally mandated meal periods
6 and not allowing them to take proper off-duty meal periods is a violation of California law.

7 36. PLAINTIFFS are informed and believe and based thereon allege that DEFENDANTS
8 willfully failed to pay employees who were not provided the opportunity to take meal breaks the
9 premium compensation set out in Labor Code § 226.7, and the applicable IWC Wage Order and that
10 PLAINTIFFS and those employees similarly situated as them are owed wages for the meal period
11 violations set forth above. PLAINTIFFS are informed and believe and based thereon allege that
12 DEFENDANTS' willful failure to provide PLAINTIFFS and other Class members the wages due and
13 owing them upon separation from employment results in a continued payment of wages up to thirty (30)
14 days from the time the wages were due. Therefore, PLAINTIFFS and other members of the Class who
15 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

16 37. Such a pattern, practice and uniform administration of corporate policy as described
17 herein creates an entitlement to recovery by PLAINTIFFS and Class members identified herein, in a
18 civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§
19 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of
20 suit.

21 **SECOND CAUSE OF ACTION**

22 **(Violation of Labor Code § 226.7)**

23 **(Against all Defendants by Plaintiffs and the Rest Period Class)**

24 38. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 37 as though
25 fully set for herein.

26 39. At all times relevant herein, DEFENDANTS failed in their affirmative obligation to
27 ensure that PLAINTIFFS, and other Class members, had the opportunity to take and were provided with
28 proper off-duty rest periods in accordance with the mandates of the California Labor Code and the
applicable IWC Wage Order. At all relevant times, PLAINTIFFS and Class members were suffered and

1 permitted to work through legally required rest periods and were denied the opportunity to take their off-
2 duty rest breaks. As such, DEFENDANTS are responsible for paying premium compensation pursuant
3 to Labor Code § 226.7 and the applicable IWC Wage Order. DEFENDANTS, as a matter of corporate
4 policy and procedure, regularly failed to pay such premium compensation for each rest period that was
5 not properly provided to PLAINTIFFS and the Class members.

6 40. At all relevant times, PLAINTIFFS and Class Members regularly worked shifts lasting at
7 least 3.5 hours per day and accordingly had a right to take a 10-minute off-duty rest period for each 3.5
8 hours worked. However, as a pattern and practice, DEFENDANTS regularly failed to provide rest
9 periods as required by law to PLAINTIFFS and other employees.

10 41. This policy of requiring employees to work through their legally mandated rest periods
11 and not allowing them to take proper off-duty rest periods is a violation of California law.

12 42. PLAINTIFFS are informed and believe and based thereon allege that DEFENDANTS
13 willfully failed to pay employees who were not provided the opportunity to take rest breaks the premium
14 compensation set out in Labor Code § 226.7, and the applicable IWC Wage Order and that
15 PLAINTIFFS and those employees similarly situated as them are owed wages for the rest period
16 violations set forth above. PLAINTIFFS are informed and believes and based thereon allege that
17 DEFENDANTS' willful failure to provide PLAINTIFFS and other class members the wages due and
18 owing them upon separation from employment results in a continued payment of wages up to thirty (30)
19 days from the time the wages were due. Therefore, PLAINTIFF and other members of the Class who
20 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

21 43. Such a pattern, practice and uniform administration of corporate policy as described
22 herein is unlawful and creates an entitlement to recovery by the PLAINTIFF and Class members
23 identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant
24 to Labor Code § 226.7, and the applicable IWC Wage Order, including interest thereon, penalties, and
25 costs of suit.

26 **THIRD CAUSE OF ACTION**

27 **(Violation of Labor Code § 1194, 1194.2, 1197 and 1197.1)**

28 **(Against all Defendants by Plaintiffs and the Wage and Overtime Class)**

44. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 43 as though

1 fully set for herein.

2 45. At all times relevant herein, DEFENDANTS were required to compensate their non-
3 exempt employees minimum wages for any and all hours worked pursuant to California Labor Code §§
4 1194, 1194.2, 1197 and 1197.1.

5 46. As a pattern and practice, DEFENDANTS regularly failed to pay PLAINTIFFS and
6 Class Members for all hours worked by failing to pay minimum wages for all hours worked. For
7 example, PLAINTIFFS and Class Members were sent text messages and called outside of working
8 hours about scheduling or other work matters and not paid for that time. DEFENDANTS also required
9 PLAINTIFFS and Class Members to attend meetings, but DEFENDANTS did not pay PLAINTIFFS
10 and Class Members wages for the entire time that they spent attending these work meetings.

11 47. PLAINTIFFS are informed and believes and based thereon allege that DEFENDANT's
12 policy and practice of not paying wages for all hours worked according to the mandates of California
13 law is, and at all times herein mentioned was in violation of California Labor Code §§ 1194, 1197 and
14 1197.1, and the IWC Wage Order(s). DEFENDANTS' employment policies and practices wrongfully
15 and illegally failed to compensate Plaintiff the Class as required by California law.

16 48. Such a pattern, practice and uniform administration of corporate policy regarding illegal
17 employee compensation as described herein is unlawful and creates an entitlement to recovery by
18 PLAINTIFFS and the Class in a civil action, for the unpaid balance of the full amount of wages owing,
19 including interest thereon, penalties, attorneys' fees, liquidated damages, and costs of suit according to
20 the mandate of California Labor Code §§ 1194, 1194.2, 1197, and 1197.1.

21 49. PLAINTIFFS are informed and believe and based thereon allege that DEFENDANTS
22 willfully failed to pay employees wages for all hours worked as required by the Labor Code and the
23 applicable IWC Wage Order and that PLAINTIFFS and those employees similarly situated as them are
24 owed wages for the violations set forth above. PLAINTIFFS are informed and believe and based
25 thereon allege that DEFENDANTS' willful failure to provide PLAINTIFFS and other Class members
26 the wages due and owing them upon separation from employment results in a continued payment of
27 wages up to thirty (30) days from the time the wages were due. Therefore, PLAINTIFFS and other
28 members of the Class who have separated from employment are entitled to compensation pursuant to
Labor Code § 203.

FOURTH CAUSE OF ACTION

(Violation of Labor Code § 510, 1194, 1197 and 1197.1)

(Against all Defendants by Plaintiffs and the Wage and Overtime Class)

50. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 49 as though fully set for herein.

51. At all times relevant herein, DEFENDANTS were required to pay overtime for all hours in excess of 8 hours in a work day or 40 hours in a work week pursuant to California Labor Code §§ 510, 1194, and 1197.1. As a pattern and practice, DEFENDANTS regularly failed to pay PLAINTIFFS and Class members all earned overtime. PLAINTIFFS and Class Members were sent text messages and called outside of working hours about scheduling or other work matters and not paid for that time. DEFENDANTS also required PLAINTIFFS and Class Members to attend meetings, but DEFENDANTS did not pay PLAINTIFFS and Class Members wages for the entire time that they spent attending these work meetings.

52. PLAINTIFFS are informed and believes and based thereon allege that DEFENDANTS' policy and practice of not paying overtime according to the mandates of California law is, and at all times herein mentioned was in violation of California Labor Code §§ 510, 1197 and 1197.1, and the IWC Wage Order(s). DEFENDANTS' employment policies and practices wrongfully and illegally failed to compensate Plaintiff the Class as required by California law.

53. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by PLAINTIFFS and the Class in a civil action, for the unpaid balance of the full amount of overtime wages owing, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 510, 1194, 1197, and 1197.1.

54. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by PLAINTIFFS and the Class in a civil action, for the unpaid balance of the full amount of overtime wages owing, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 510, 1194, 1197, and 1197.1.

55. PLAINTIFFS are informed and believe and based thereon allege that DEFENDANTS

1 willfully failed to pay employees wages for all hours worked as required by the Labor Code and the
2 applicable IWC Wage Order and that PLAINTIFFS and those employees similarly situated as they are
3 owed wages for the violations set forth above. PLAINTIFFS are informed and believe and based
4 thereon allege that DEFENDANTS' willful failure to provide PLAINTIFFS and other Class members
5 the wages due and owing them upon separation from employment results in a continued payment of
6 wages up to thirty (30) days from the time the wages were due. Therefore, PLAINTIFFS and other
7 members of the Class who have separated from employment are entitled to compensation pursuant to
8 Labor Code § 203.

9 **FIFTH CAUSE OF ACTION**

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

11 **(Against all Defendants by Plaintiffs and the Classes)**

12 56. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 55 as though
13 fully set for herein.

14 57. DEFENDANTS failed in their affirmative obligation to provide accurate itemized wage
15 statements. DEFENDANTS, as a matter of policy and practice, failed to provide accurate itemized
16 wage statements in violation of Labor Code § 226.

17 58. Here, PLAINTIFFS and Class members were paid hourly. As such, the wage statements
18 should have reflected the number of hours worked and the applicable hourly rates, pursuant to Labor
19 Code § 226(a)(9). The wage statements provided to PLAINTIFFS and the Class failed to accurately
20 reflect all hours and rates worked, including with respect to overtime hours, as well as all of the wages
21 owed for premium pay for missed and improper meal and rest periods.

22 59. Such a pattern, practice and uniform administration of corporate policy as described
23 herein is unlawful and creates an entitlement to recovery by the PLAINTIFFS and the Class identified
24 herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest
25 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

26 **SIXTH CAUSE OF ACTION**

27 **(For Violations of Business and Professions Code § 17200, *Et Seq.*)**

28 **(Against all Defendants by Plaintiffs and the Classes)**

60. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 59 as though

1 fully set for herein.

2 61. DEFENDANTS have engaged and continues to engage in unfair and unlawful business
3 practices in California by (a) failing to pay for all hours worked and failing to pay overtime in violation
4 Labor Code §§ 510, 1194, 1197 and 1997.1, and the applicable IWC Wage Orders; and (b) failing to
5 provide proper meal and rest breaks in violation of Labor Code §§ 226.7 and 512.

6 62. DEFENDANTS' utilization of such unfair and unlawful business practices constitutes
7 unfair, unlawful competition and provides an unfair advantage over their competitors.

8 63. PLAINTIFFS seek on behalf of themselves and all other members of the Class and
9 Classes similarly situated, full restitution of monies, as necessary and according to proof, to restore any
10 and all monies withheld, acquired and/or converted by DEFENDANTS by means of the unfair practices
11 complained of herein.

12 64. PLAINTIFFS are informed and believes, and based thereon alleges, that at all times
13 herein mentioned DEFENDANTS has engaged in unlawful, deceptive and unfair business practices, as
14 proscribed by California Business and Professions Code § 17200, et seq., including those set forth herein
15 above thereby depriving PLAINTIFFS and other members of the Class and Classes the minimum
16 working condition standards and conditions due to them under the California laws and the applicable
17 IWC Wage Orders as specifically described therein.

18 **FIFTH CAUSE OF ACTION**

19 **(For Violations of Labor Code § 2698, *Et Seq.*)**

20 **(Against all Defendants by Plaintiffs as Proxies for State of California)**

21 65. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 64 as though
22 fully set for herein.

23 66. Pursuant to the Private Attorneys General Act (the "PAGA"), PLAINTIFFS bring this
24 cause of action on behalf of the State of California and on behalf of all similarly aggrieved employees
25 for the violations of Labor Code §§ 226(a), 201-204, 226.7, 510, 512, 1194, 1194.2, 1197 and 1197.1, as
26 alleged herein. In this capacity, PLAINTIFFS seek all applicable civil penalties on behalf of the State of
27 California and all similarly aggrieved employees pursuant to Labor Code §§ 226.3 and 2699, for the
28 time period of March 5, 2020, through the present.

67. On or about March 5, 2021, PLAINTIFFS submitted written notice to the Labor

1 Workforce Development Agency (the “LWDA”) of the alleged violations of Labor Code §§ 226(a),
2 201-204, 226.7, 510, 512, 1194, 1194.2, 1197 and 1197.1, and to DEFENDANT via certified mail. As
3 of the date of this filing, the LWDA has not informed PLAINTIFFS whether the LWDA will investigate
4 the violations. Therefore, PLAINTIFFS may seek penalties, costs and attorneys’ fees for their PAGA
5 claims in this Court.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFFS pray for judgment as individuals and on behalf of all others this
8 suit is brought as follows:

- 9 1. For an order certifying the proposed Classes;
- 10 2. For an order appointing PLAINTIFFS as the representatives of the Classes as described
11 herein;
- 12 3. For an order appointing counsel for PLAINTIFFS as Class counsel;
- 13 4. Upon the First Cause of Action, for damages and/or penalties pursuant to California
14 Labor Code §§ 201-203, 226.7, and 512, and for costs;
- 15 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California
16 Labor Code §§ 201-203 and 226.7, and for costs;
- 17 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California
18 Labor Code §§ 201-203, 1194, 1194.2, 1197 and 1197.1 and for costs and attorneys’ fees;
- 19 7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California
20 Labor Code §§ 201-203, 510, 1194, 1197 and 1197.1 and for costs and attorneys’ fees;
- 21 8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as set forth
22 in California Labor Code § 226, and for costs and attorneys’ fees;
- 23 9. Upon the Sixth Cause of Action, for restitution to PLAINTIFFS and other similarly
24 effected members of the general public of all funds unlawfully acquired by DEFENDANTS by means of
25 any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200,
26 *et seq.*, for the time periods described above;

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1 10. For such other and further relief as the Court may deem just and proper.

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3 DATED: March 9, 2021

BROSLAVSKY & WEINMAN, LLP

4 By: *Zack Broslavsky*
5 Zack Broslavsky
6 Attorneys for Plaintiffs and the Class
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