

ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
JEFFREY P. JACKSON, SBN 290364
E-Mail jeff@dombrauchwerger.com
TAYLOR N. TEJEDA, SBN 347936
E-Mail taylor@dombrauchwerger.com
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225

Joanna Ghosh, SBN 272479
E-Mail joanna@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Attorneys for Plaintiff
Rufus McWilliams

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

RUFUS MCWILLIAMS, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

KARMA AUTOMOTIVE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2102922

**PLAINTIFF'S FIRST AMENDED CLASS
ACTION COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation Of Cal. Labor Code § 2699,
(Private Attorneys General Act)
- (2) Violation of Cal. Labor Code §§ 510,
1194, and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums)
- (4) Violation of Cal. Labor Code § 226.7
(Unpaid Rest Period Premiums)
- (5) Violation of Cal. Labor Code §§ 1194,
1197 and 1197.1 (Unpaid Minimum
Wages)
- (6) Violation of Cal. Labor Code §§ 201,
202 and 203 (Final Wages Not Timely
Paid)
- (7) Violation of Labor Code §§ 204, 210
and 218.5 (Wages Not Timely Paid
During Employment)

- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of § 226 (Failure to Provide Accurate Itemized Wage Statements)
- (10) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records)
- (11) Violation of Cal. Labor Code §§ 551 and 552 (Failure to Provide Adequate Days of Rest)
- (12) Violation of Cal. Business & Professions Code § 17200, et seq.

Plaintiff RUFUS MCWILLIAMS (“Plaintiff”), individually and on behalf of other members of the general public similarly situated, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendant Karma Automotive, LLC and DOES 1 THROUGH 100 (hereinafter also collectively referred to as “Defendant”) for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, failure to reimburse necessary business-related expenses, failure to pay reporting wages, and failure to provide adequate days of rest. In addition, this is a class action lawsuit seeking unpaid wages and interest thereon for unpaid wages for all hours worked at minimum wage and overtime worked at the overtime rate of pay due to defendant’s policy, practice, and/or procedure of rounding down or shaving down employees’ daily hours worked.

2. Plaintiff’s Second through Tenth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 16, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of

1 the Superior Court and will be established according to proof at trial.

2 3. The Court has jurisdiction over this action pursuant to the California
3 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all
4 other causes” except those given by statute to other courts. The statutes under which this action
5 is brought do not specify any other basis for jurisdiction.

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

11 5. Venue is proper in this Court because, upon information and belief, Defendants
12 maintain offices, have agents, and/or transact business in the State of California, County of
13 Riverside.

14 **PARTIES**

15 6. Plaintiff RUFUS MCWILLIAMS was an individual who at all relevant times,
16 resided in the County of Riverside, State of California.

17 7. Defendant KARMA AUTOMOTIVE, LLC is and at all times herein mentioned,
18 was, upon information and belief, a California limited liability company and employer whose
19 employees are engaged throughout the State of California, including the County of Riverside.

20 8. At all relevant times, KARMA AUTOMOTIVE, LLC was the “employer” of
21 Plaintiff within the meaning of all applicable state laws and statutes.

22 9. At all times herein relevant, KARMA AUTOMOTIVE, LLC and DOES 1
23 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
24 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
25 of the other, and at all times relevant hereto were acting within the course and scope of their
26 authority as such agents, partners, joint venturers, representatives, servants, employees,
27 successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly
28 committed with the ratification, knowledge, permission, encouragement, authorization and/or

1 consent of each defendant designated as a DOE herein.

2 10. The true names and capacities, whether corporate, associate, individual or
3 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
4 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
5 information and belief alleges, that each of the defendants designated as a DOE is legally
6 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
7 the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of
8 court to amend this Complaint to show the true names and capacities when the same have been
9 ascertained.

10 11. KARMA AUTOMOTIVE, LLC and DOES 1 through 100 will hereinafter
11 collectively be referred to as “Defendants.”

12 12. Plaintiff further alleges that Defendants, directly or indirectly controlled or
13 affected the working conditions, wages, working hours, and conditions of employment of
14 Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants’
15 employers and employers jointly liable under the statutory provisions set forth herein.

16 **CLASS ACTION ALLEGATIONS**

17 13. Plaintiff brings the Second through Tenth Causes of Action as a class action on
18 his own behalf and on behalf of all other members of the general public similarly situated, and,
19 thus, seeks class certification under Code of Civil Procedure section 382.

20 14. The proposed class is defined as follows: All current and former hourly paid or
21 non-exempt employees of Defendant in California between October 26, 2019, through August
22 8, 2023 (hereinafter referred to as the “Class” or “Class Members.”).

23 15. Plaintiff reserves the right to establish other subclasses as appropriate.

24 16. The Class is ascertainable and there is a well-defined community of interest in
25 the litigation:

- 26 a. Numerosity: The Class Members are so numerous that joinder of all Class
27 Members is impracticable. The membership of the entire Class is unknown to
28 Plaintiff at this time; however, the Class is estimated to be over fifty (50)

1 individuals and the identity of such membership is readily ascertainable by
2 inspection of Defendant's employment records.

3 b. Typicality: Plaintiff's claims are typical of all other Class Members
4 demonstrated herein. Plaintiff will fairly and adequately protect the interests of
5 the other Class Members with whom he has a well-defined community of
6 interest.

7 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
8 Member, with whom he has a well-defined community of interest and typicality
9 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
10 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
11 versed in the rules governing class action discovery, certification, and
12 settlement. Plaintiff has incurred, and during the pendency of this action will
13 continue to incur, costs and attorneys' fees, that have been, are, and will be
14 necessarily expended for the prosecution of this action for the substantial benefit
15 of each Class Member.

16 d. Superiority: A class action is superior to other available methods for the fair and
17 efficient adjudication of this litigation because individual joinder of all Class
18 Members is impractical.

19 e. Public Policy Considerations: Certification of this lawsuit as a class action will
20 advance public policy objectives. Employers of this great state violate
21 employment and labor laws every day. Current employees are often afraid to
22 assert their rights out of fear of direct or indirect retaliation. However, class
23 actions provide the Class Members who are not named in the complaint
24 anonymity that allows for the vindication of their rights.

25 17. There are common questions of law and fact as to the Class that predominate
26 over questions affecting only individual members. The following common questions of law or
27 fact, among others, exist as to the members of the Class:

28 a. Whether Defendant's failure to pay wages, without abatement, or reduction, in

1 accordance with the California Labor Code was willful;

2 b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
3 and the other Class Members for all hours worked, and missed, short, late or
4 interrupted meal periods and rest breaks in violation of California law;

5 c. Whether Defendant required Plaintiff and the other Class Members to work
6 more than eight (8) hours per day and/or more than forty (40) hours per week
7 and failed to pay the legally required overtime compensation to Plaintiff and the
8 other Class Members;

9 d. Whether Defendant deprived Plaintiff and the other Class Members of meal
10 and/or rest periods or required Plaintiff and the other Class Members to work
11 during meal and/or rest periods without compensation;

12 e. Whether Defendant failed to pay meal period premium wages to Class Members
13 when they were not provided with a legally compliant meal period;

14 f. Whether Defendant failed to pay rest period premium wages to Class Members
15 when they were not authorized and permitted to take legally compliant rest
16 periods;

17 g. Whether Defendant failed to pay minimum wages to Plaintiff and the other
18 Class Members for all hours worked;

19 h. Whether Defendant failed to pay Plaintiff and the other Class Members the
20 required minimum wage pursuant to California law;

21 i. Whether Defendant failed to pay Plaintiff and the other Class Members proper
22 overtime compensation pursuant to California law;

23 j. Whether Defendant failed to pay all wages due to Plaintiff and the other Class
24 Members within the time required upon their discharge or resignation from
25 employment;

26 k. Whether Defendant failed to reimburse Plaintiff and the other Class Members
27 for all necessary business-related expenses and costs in violation of California
28 Labor Code section 2802;

1. Whether Defendant failed to pay reporting time wages in violation of the applicable IWC Wage Order;
- m. Whether Defendant failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;
- n. Whether Defendant complied with wage reporting as required by the California Labor Code, including section 226;
- o. Whether Defendant complied with the wage statement provisions required by the California Labor Code, including section 226;
- p. Whether Defendant's conduct was with malice, fraud or oppression;
- q. Whether Defendant's conduct was willful or reckless;
- r. Whether Defendant engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- s. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and
- t. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

1 21. Plaintiff was employed by Defendants and the alleged violation were committed
2 against him during his time of employment and he is, therefore, an aggrieved employee.
3 Plaintiff and the other employees are “Aggrieved Employees” as defined by California Labor
4 Code section 2699(c) in that they are all current or former employees of Defendants, and one
5 or more of the alleged violations were committed against them.

6 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
7 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
8 requirements have been met:

- 9 a. The aggrieved employee shall give written notice by online submission
10 (hereinafter “Employee’s Notice”) to the Labor & Workforce
11 Development Agency (hereinafter “LWDA”) and by U.S. Certified
12 Mail to the employer of the specific provisions of the California Labor
13 Code alleged to have been violated, including the facts and theories to
14 support the alleged violations.
- 15 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
16 employer and the aggrieved employee by certified mail that it does not
17 intend to investigate the alleged violation within sixty (60) calendar
18 days of the postmark date of the Employee’s Notice. Upon receipt of
19 the LWDA Notice, or if the LWDA Notice is not provided within
20 sixty-five (65) calendar days of the postmark date of the Employee’s
21 Notice, the aggrieved employee may commence a civil action pursuant
22 to California Labor Code section 2699 to recover civil penalties in
23 addition to any other penalties to which the employee may be entitled.

24 23. On April 21, 2021, Plaintiff provided written notice by online submission to the
25 LWDA and by U.S. Certified Mail to Defendant KARMA AUTOMOTIVE, LLC of the specific
26 provisions of the California Labor Code alleged to have been violated, including the facts and
27 theories to support the alleged violations. Plaintiff has not received an LWDA Notice within
28 sixty-five (65) calendar days of the date of Plaintiff’s notice.

24. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiff, the Class Members and the other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (“Aggrieved Employees”).

26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately February 2016 to approximately February 2020 in the State of California.¹

27. Defendants hired Plaintiff, the Class Members, and the Aggrieved Employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

28. Defendants had the authority to hire and terminate Plaintiff, the Class Members, and the Aggrieved Employees, to set work rules and conditions governing Plaintiff, the Class Members, and the Aggrieved Employees' employment, and to supervise their daily employment activities.

29. Defendants exercised sufficient authority over the terms and conditions of Plaintiff, the Class Members, and the Aggrieved Employees' employment for them to be joint employers of Plaintiff, the Class Members, and the Aggrieved Employees.

30. Defendants directly hired and paid wages and benefits to Plaintiff, the Class Members, and the Aggrieved Employees.

31. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

32. Plaintiff, the Class Members, and the Aggrieved Employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

¹ Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

1 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
3 non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
4 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
5 breaks in violation of California law.

6 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
8 were entitled to receive certain wages for overtime compensation and that they were not
9 receiving wages for overtime compensation.

10 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
12 were entitled to receive reporting time pay on each workday that Plaintiff, the Class Members,
13 and the Aggrieved Employees were required to and reported for work, but were not put to work
14 or were furnished less than half their usual or scheduled day's work.

15 36. Plaintiff is informed and believes, and based thereon alleges, Defendants
16 "rounded" down or "shaved" Plaintiff's, the Class Members' and the Aggrieved Employees'
17 total daily hours worked to the benefit of Defendants without Plaintiff, the Class Members and
18 the Aggrieved Employees being paid wages for this time.

19 37. Plaintiff is informed and believes, and based thereon alleges, Defendants issued
20 discretionary bonuses to Plaintiff, the Class Members and the Aggrieved Employees, but did
21 not include any such bonuses when calculating the employees' regular rate of pay for the
22 purposes of determining the appropriate overtime pay rate.

23 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed to provide Plaintiff, the Class Members, and the Aggrieved Employees the required rest
25 and meal periods during the relevant time period as required under the Industrial Welfare
26 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

27 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees

1 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff,
2 the Class Members, and the Aggrieved Employees' regular rate of pay when a meal period was
3 missed, and they did not receive all meal periods or payment of one additional hour of pay at
4 Plaintiff, the Class Members, and the Aggrieved Employees' regular rate of pay when a meal
5 period was missed.

6 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
8 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's,
9 the Class Members', and the Aggrieved Employees' regular rate of pay when a rest period was
10 missed, and they did not receive all rest periods or payment of one additional hour of pay at
11 Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a rest
12 period was missed.

13 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
15 were entitled to receive at least minimum wages for compensation and that they were not
16 receiving at least minimum wages for all hours worked.

17 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
19 receive all wages owed to them upon discharge or resignation, including overtime and minimum
20 wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed
21 to them at the time of their discharge.

22 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
24 were entitled to receive all wages owed to them during their employment. Plaintiff, the Class
25 Members, and the Aggrieved Employees did not receive payment of all wages, including
26 overtime and minimum wages and meal and rest period premiums, within any time permissible
27 under California Labor Code section 204.

28 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
2 were entitled to receive complete and accurate wage statements in accordance with California
3 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
4 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
5 Plaintiff, the Class Members, and the Aggrieved Employees.

6 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Defendants had to keep complete and accurate payroll records
8 for Plaintiff, the Class Members, and the Aggrieved Employees in accordance with California
9 law, but, in fact, did not keep complete and accurate payroll records.

10 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
12 were entitled to reimbursement for necessary business-related expenses and costs.

13 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that they had a duty to compensate Plaintiff, the Class Members,
15 and the Aggrieved Employees pursuant to California law, and that Defendants had the financial
16 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,
17 and falsely represented to Plaintiff, the Class Members, and the Aggrieved Employees that they
18 were properly denied wages, all in order to increase Defendants' profits.

19 48. At all material times set forth herein, Defendants failed to pay overtime wages
20 to Plaintiff, the Class Members, and the Aggrieved Employees. Plaintiff, the Class Members,
21 and the Aggrieved Employees were required to work more than eight (8) hours per day and/or
22 forty (40) hours per week without overtime compensation.

23 49. At all material times set forth herein, Defendants failed to provide uninterrupted
24 meal and rest periods to Plaintiff, the Class Members, and the Aggrieved Employees.

25 50. At all material times set forth herein, Defendants failed to pay Plaintiff, the Class
26 Members, and the Aggrieved Employees at least minimum wages for all hours worked.

27 51. At all material times set forth herein, Defendants failed to pay Plaintiff, the Class
28 Members, and the Aggrieved Employees all wages owed to them upon discharge or resignation.

52. At all material times set forth herein, Defendants failed to pay Plaintiff's, the Class Members', and the Aggrieved Employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

53. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff, the Class Members, and the Aggrieved Employees.

54. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff, the Class Members, and the Aggrieved Employees.

55. At all material times set forth herein, Defendants failed to reimburse Plaintiff, the Class Members, and the Aggrieved Employees for necessary business-related expenses and costs.

56. At all material times set forth herein, Defendants failed to properly compensate Plaintiff, the Class Members, and the Aggrieved Employees pursuant to California law in order to increase Defendants' profits.

57. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2699, Et Seq.

(Against All Defendants)

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

59. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

60. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action

1 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
2 assess a civil penalty.

3 61. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
4 employees” as defined by California Labor Code section 2699(c) in that they are all current or
5 former employees of Defendants, and one or more of the alleged violations was committed
6 against them. As set forth in detail above, during all times relevant to this Action, Defendants
7 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
8 Labor Codes by:

9 **Failure to Pay Overtime**

10 62. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
11 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
12 activity prohibited by California Labor Code sections 204, 510, 1194 and 1198.

13 **Failure to Provide Meal Periods**

14 63. Defendants’ failure to provide legally required meal periods to Plaintiff and the
15 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
16 activity prohibited by California Labor Code sections 226.7 and 512(a).

17 **Failure to Provide Rest Periods**

18 64. Defendants’ failure to provide legally required rest periods to Plaintiff and the
19 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
20 activity prohibited by California Labor Code section 226.7 and 512.

21 **Failure to Pay Minimum Wages**

22 65. Defendants’ failure to pay legally required minimum wages to Plaintiff and the
23 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
24 activity prohibited by California Labor Code sections 1194, 1197, 1197.1 and 1198.

25 **Failure to Timely Pay Wages Upon Termination**

26 66. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved
27 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
28 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

1 **Failure to Timely Pay Wages During Employment**

2 67. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
3 employees during employment in accordance with Labor Code section 204 constitutes unlawful
4 and/or unfair activity prohibited by California Labor Code section 204.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 68. Defendants' failure to provide complete and accurate wage statements to
7 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a)
8 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

9 **Failure to Keep Complete and Accurate Payroll Records**

10 69. Defendants' failure to keep complete and accurate payroll records relating to
11 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
12 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
13 1174(d).

14 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

15 70. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
16 necessary business-related expenses and costs in accordance with California Labor Code
17 sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
18 Labor Code sections 2800 and 2802.

19 71. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
20 individually and on behalf of the Aggrieved Employees and the State of California, requests
21 and is entitled to recover penalties against Defendants for the Labor Code violations described
22 above, including but not limited to penalties under California Code of Regulations Title 8
23 section 11010, penalties under California Labor Code sections 2699, 558, 210, 351, 1197.1,
24 226, 226.3, 226.8, 1174.5, and 1197.1, and any and all additional penalties and sums as provided
25 by the California Labor Code and/or other statutes. The exact amount of the applicable
26 penalties, in all, is in an amount to be shown according to proof at trial.

27 72. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
28 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor

1 and Workforce Development Agency for the enforcement of labor laws and education of
2 employers and employees about their rights and responsibilities and twenty-five percent (25%)
3 to the aggrieved employees.

4 73. Plaintiff has exhausted his administrative remedies pursuant to Labor Code
5 section 2699.3. On April 21, 2021, Plaintiff, through his counsel of record, filed online with the
6 Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants,
7 notice of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have
8 violated, including the facts and theories to support the violations, and of Plaintiff’s intent to
9 bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under
10 Labor Code section 2699.3.

11 74. Further, Plaintiff is entitled to seek and recover reasonable attorneys’ fees and
12 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
13 statute.

14 **SECOND CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 510, 1194, and 1198**

16 **(Against All Defendants)**

17 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 76. California Labor Code section 1198 and the applicable Industrial Welfare
20 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
21 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
22 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

23 77. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiff and the other Class Members employed by Defendants, and
25 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
26 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
27 forty (40) hours in a workweek.

28 78. The applicable IWC Wage Order further provides that Defendants are and were

1 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
2 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
3 in excess of eight (8) hours on the seventh day of work in a workweek.

4 79. California Labor Code section 510 codifies the right to overtime compensation
5 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
6 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
7 of work, and no overtime compensation at twice the regular hourly rate for hours worked in
8 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
9 of work.

10 80. During the relevant time period, Plaintiff and the other Class Members regularly
11 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

12 81. During the relevant time period, Plaintiff and similarly situated employees
13 worked more minutes per shift than Defendants credited them with having worked, their time
14 was “rounded” or “shaved” down from the periods in which they actually performed work, and
15 the overtime rate which they were credited was not properly calculated based on the
16 compensation that they actually received.

17 82. During the relevant time period, Defendants intentionally and willfully failed to
18 pay overtime wages owed to Plaintiff and the other Class Members.

19 83. Defendants’ failure to pay Plaintiff and the other Class Members the unpaid
20 balance of overtime compensation, as required by California laws, violates the provisions of
21 California Labor Code sections 510 and 1198, and is therefore unlawful.

22 84. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
23 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
24 attorneys’ fees.

25 **THIRD CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 226.7 and 512(a)**

27 **(Against All Defendants)**

28 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 86. At all relevant times, the relevant IWC Order and California Labor Code sections
3 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
4 Defendant.

5 87. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any meal or rest period mandated by an
7 applicable order of the California IWC.

8 88. At all relevant times, the applicable IWC Wage Order and California Labor Code
9 section 512(a) provide that an employer may not require, cause or permit an employee to work
10 for a work period of more than five (5) hours per day without providing the employee with a
11 meal period of not less than thirty (30) minutes, except that if the total work period per day of
12 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
13 of both the employer and employee.

14 89. At all relevant times, California Labor Code section 512(a) further provides that
15 an employer may not require, cause or permit an employee to work for a work period of more
16 than ten (10) hours per day without providing the employee with a second uninterrupted meal
17 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
18 twelve (12) hours, the second meal period may be waived by mutual consent of the employer
19 and the employee only if the first meal period was not waived.

20 90. During the relevant time period, Plaintiff and the other Class Members who were
21 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
22 legally-mandated meal periods by mutual consent, were required to work for periods longer
23 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

24 91. During the relevant time period, Plaintiff and the other Class Members who were
25 scheduled to work for a period of time in excess of ten (10) hours were required to work for
26 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
27 thirty (30) minutes.

28 92. During the relevant time period, Defendants intentionally and willfully required

1 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
2 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
3 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

4 93. During the relevant time period, Defendant failed to pay Plaintiff and the other
5 Class Members the full meal period premiums due pursuant to California Labor Code section
6 226.7.

7 94. Defendant's conduct violates the applicable IWC Wage Order and California
8 Labor Code sections 226.7 and 512(a).

9 95. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
11 additional hour of pay at the employee's regular rate of compensation for each workday that the
12 meal period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 226.7**

15 **(Against All Defendants)**

16 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 97. At all times herein set forth, the applicable IWC Wage Order and California
19 Labor Code section 226.7 were applicable to Plaintiff and the other Class Members'
20 employment by Defendants.

21 98. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any rest period mandated by an applicable
23 order of the California IWC.

24 99. At all relevant times, the applicable IWC Wage Order provides that "[e]very
25 employer shall authorize and permit all employees to take rest periods, which insofar as
26 practicable shall be in the middle of each work period" and that the "rest period time shall be
27 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
28 hours or major fraction thereof unless the total daily work time is less than three and one-half

1 (3.5) hours.”

2 100. During the relevant time period, Defendants required Plaintiff and other Class
3 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute
4 rest period per each four (4) hour period worked.

5 101. During the relevant time period, Defendants willfully required Plaintiff and the
6 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
7 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other
8 Class Members to take uninterrupted, duty-free rest breaks.

9 102. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 Class Members the full rest period premium due pursuant to California Labor Code section
11 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff
12 and other Class Members from taking uninterrupted rest periods.

13 103. Defendant’s conduct violates applicable IWC Wage Orders and California Labor
14 Code section 226.7.

15 104. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
17 additional hour of pay at the employees’ regular hourly rate of compensation for each workday
18 that the rest period was not provided.

19 **FIFTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

21 **(Against All Defendants)**

22 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 106. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
25 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
26 the minimum so fixed is unlawful.

27 107. During the relevant time period, Defendants regularly failed to pay minimum
28 wage to Plaintiff and the other Class Members as required pursuant to California Labor Code

1 sections 1194, 1197, and 1197.1.

2 108. Defendants' failure to pay Plaintiff and the other Class Members the minimum
3 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
4 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
5 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and
6 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

7 109. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
8 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

10 **SIXTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 201, 202, 203**

12 **(Against All Defendants)**

13 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 111. At all relevant times herein set forth, California Labor Code sections 201 and
16 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
17 time of discharge are due and payable immediately, and if an employee quits his or her
18 employment, his or her wages shall become due and payable not later seventy-two (72) hours
19 thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention
20 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

21 112. During the relevant time period, the employment of Plaintiff and many other
22 Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
23 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
24 employed by Defendants all of their wages, earned and unpaid, including but not limited to
25 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of
26 their leaving Defendants' employ.

27 113. Defendants' failure to pay Plaintiff and other Class Members who are no longer
28 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their

1 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

2 114. California Labor Code section 203 provides that if an employer willfully fails to
3 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
4 continue as a penalty from the due date thereof at the same rate until paid or until an action is
5 commenced; but the wages shall not continue for more than thirty (30) days.

6 115. Plaintiff and other Class Members who are no longer employed by Defendants
7 are entitled to recover from Defendants the statutory penalty wages for each day they were not
8 paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 204, 210, and 218.5**

11 **(Against All Defendants)**

12 116. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 117. At all times herein set forth, California Labor Code section 204 provides that all
15 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
16 any calendar month, other than those wages due upon termination of an employee, are due and
17 payable between the 16th and 26th day of the month during which the labor was performed.

18 118. At all times herein set forth, California Labor Code section 204 provides that all
19 wages earned by any person in any employment between the 16th and the last day, inclusive,
20 of any calendar month, other than those wages due upon termination of an employee, are due
21 and payable between the 1st and the 10th day of the following month.

22 119. At all times herein set forth, California Labor Code section 204 provides that all
23 wages earned for labor in excess of the normal work period shall be paid no later than the payday
24 for the next regular payroll period.

25 120. The applicable Wage Order provides that for each workday an employee is
26 required to report for work and does report, but is not put to work or is furnished less than half
27 said employee's usual or scheduled day's work, the employee shall be paid for half the usual or
28 scheduled day's work.

121. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

122. Plaintiff and other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

EIGHTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

123. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

124. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

125. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

126. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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1 **NINTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 558, and 558.1**

3 **(Against All Defendants)**

4 127. Plaintiff incorporates by reference and re-alleges as if full stated herein each and
5 every allegation set forth above.

6 128. California Labor Code section 226(a) provides that every employer shall furnish
7 each of his or her employees an accurate itemized statement in writing showing (1) gross wages
8 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and
9 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
10 provided that all deductions made on written orders of the employee may be aggregated and
11 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
12 employee is paid, (7) the name of the employee and his or her social security number, (8) the
13 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
14 effect during the pay period and the corresponding number of hours worked at each hourly rate
15 by the employee. The deductions made from payments of wages shall be recorded in ink or
16 other indelible form, properly dated, showing the month, day, and year, and a copy of the
17 statement or a record of the deductions shall be kept on file by the employer for at least three
18 years at the place of employment or at a central location within the State of California.

19 129. Defendants have intentionally and willfully failed to provide Plaintiff and the
20 Class with complete and accurate wage statements. The deficiencies include but are not limited
21 to the failure to list the total number of hours worked, the actual gross wages earned, the correct
22 rates of pay, and the address of the legal entity of the employer.

23 130. Because of Defendants' violation of California Labor Code section 226(a),
24 Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

25 131. More specifically, Plaintiff and the Class have been injured by Defendants'
26 intentional and willful violation of California Labor Code section 226(a) because they were
27 denied both their legal right to receive, and their protected interest in receiving, accurate and
28 itemized wage statements pursuant to California Labor Code section 226(a).

1 132. Plaintiff and the Class are entitled to recover from Defendants the greater of their
2 actual damages caused by Defendants' failure to comply with California Labor Code section
3 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

4 133. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
5 with this section, pursuant to California Labor Code section 226(g).

6 **TENTH CAUSE OF ACTION**

7 **Violation of California Labor Code § 1174(d)**

8 **(Against All Defendants)**

9 134. Plaintiff incorporates by reference and re-alleges as if full stated herein each and
10 every allegation set forth above.

11 135. Pursuant to California Labor Code section 1174(d), an employer shall keep, at
12 a central location in the state or at the plants or establishments at which employees are
13 employed, payroll records showing the hours worked daily by and the wages paid to, and the
14 number of piece-rate units earned by and any applicable piece rate paid to, employees
15 employed at the respective plants or establishments. These records shall be kept in accordance
16 with rules established for this purpose by the commission, but in any case shall be kept on file
17 for not less than two years.

18 136. Defendants have intentionally and willfully failed to keep accurate and
19 complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and
20 the other class members.

21 137. As a result of Defendants' violation of California Labor Code section 1174(d),
22 Plaintiff and the other class members have suffered injury and damage to their statutorily-
23 protected rights.

24 138. More specifically, Plaintiff and the other class members have been injured by
25 Defendants' intentional and willful violation of California Labor Code section 1174(d)
26 because they were denied both their legal right and protected interest, in having available,
27 accurate and complete payroll records pursuant to California Labor Code section 1174(d).
28 Plaintiff and other Class Members are entitled to recover all available remedies for Defendants'

1 violations of California Labor Code section 1174(d).

2 **ELEVENTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 551 and 552**

4 **(Against All Defendants)**

5 139. Plaintiff incorporates by reference and re-alleges as if full stated herein each and
6 every allegation set forth above.

7 140. Pursuant to California Labor Code sections 551, every person employed in any
8 occupation of labor is entitled to one day's rest therefrom in seven. Pursuant to California
9 Labor Code section 552, no employer of labor shall cause his employees to work more than
10 six days in seven.

11 141. Defendants have intentionally and willfully failed to provide Plaintiff and the
12 other class members with one day's rest for every seven days.

13 142. As a result of Defendants' violation of California Labor Code sections 551 and
14 552, Plaintiff and the other class members have suffered injury and damage to their statutorily
15 protected rights.

16 143. More specifically, Plaintiff and the other class members have been injured by
17 Defendants' intentional and willful violation of California Labor Code section 551 and 552
18 because they were denied both their legal right and protected interest, in having available, the
19 days of rest provided for them by the California Labor Code. Plaintiff and other Class
20 Members are entitled to recover all available remedies for Defendants' violations of California
21 Labor Code section 551 and 552.

22 **TWELFTH CAUSE OF ACTION**

23 **Violation of Cal. Business & Professions Code § 17200, et seq.**

24 **(Against All Defendants)**

25 144. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 145. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
28 unlawful, and harmful to Plaintiff and the Class, to the general public, and Defendants'

competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

146. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

147. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies, and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and 204.

148. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

149. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

150. Plaintiff and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

151. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

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DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of the Class Members and other Aggrieved Employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

- 1. That this action be certified as a class action;
- 2. That Plaintiff be appointed as the representative of the Class;
- 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

- 5. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys’ fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and
- 6. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

- 7. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;
- 8. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
- 9. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

1 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Labor Code section 1194; and

3 11. For such other and further relief as the Court may deem just and proper.

4 **As to the Third Cause of Action**

5 12. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
7 provide all meal periods (including second meal periods) to Plaintiff and the Class;

8 13. That the Court make an award to Plaintiff and the Class of one (1) hour of pay
9 at each employee's regular rate of compensation for each workday that a meal period was not
10 provided;

11 14. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 15. For premium wages pursuant to California Labor Code section 226.7;

14 16. For pre-judgment interest on any unpaid wages from the date such amounts were
15 due;

16 17. For reasonable attorneys' fees and costs of suit incurred herein; and

17 18. For such other and further relief as the Court may deem just and proper.

18 **As to the Fourth Cause of Action**

19 19. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
21 rest periods to Plaintiff and the Class;

22 20. That the Court make an award to Plaintiff and the Class of one (1) hour of pay
23 at each employee's regular rate of compensation for each workday that a rest period was not
24 provided;

25 21. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 22. For premium wages pursuant to California Labor Code section 226.7;

28 23. For pre-judgment interest on any unpaid wages from the date such amounts were

1 due; and

2 24. For such other and further relief as the Court may deem just and proper.

3 **As to the Fifth Cause of Action**

4 25. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
6 Plaintiff and the Class;

7 26. For general unpaid wages and such general and special damages as may be
8 appropriate;

9 27. For statutory wage penalties pursuant to California Labor Code section 1197.1
10 for Plaintiff and the Class in the amount as may be established according to proof at trial;

11 28. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due;

13 29. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Labor Code section 1194(a);

15 30. For liquidated damages pursuant to California Labor Code section 1194.2; and

16 31. For such other and further relief as the Court may deem just and proper.

17 **As to the Sixth Cause of Action**

18 32. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
20 time of termination of the employment of Plaintiff and other Class Members no longer
21 employed by Defendants;

22 33. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 34. For statutory wage penalties pursuant to California Labor Code section 203 for
25 Plaintiff and other Class Members who have left Defendants' employ;

26 35. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due; and

28 36. For such other and further relief as the Court may deem just and proper.

1 **As to the Seventh Cause of Action**

2 37. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
4 by California Labor Code section 204 to Plaintiff and the Class;

5 38. For statutory penalties pursuant to California Labor Code section 210;

6 39. For such other and further relief as the Court deems just and proper.

7 **As to the Eighth Cause of Action**

8 40. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
10 all necessary business-related expenses as required by California Labor Code sections 2800 and
11 2802;

12 41. For actual, consequential and incidental losses and damages, according to proof;

13 42. For the imposition of civil penalties and/or statutory penalties;

14 43. For reasonable attorneys' fees and costs of suit incurred herein; and

15 44. For such other and further relief as the Court may deem just and proper.

16 **As to the Ninth Cause of Action**

17 45. That the Court declare, adjudge and decree that Defendants violated the record
18 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
19 as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
20 thereto;

21 46. For actual, consequential and incidental losses and damages, according to proof;

22 47. For statutory penalties pursuant to California Labor Code section 226(e); and

23 48. For such other and further relief as the Court may deem just and proper.

24 **As to the Tenth Cause of Action**

25 49. That the Court declare, adjudge and decree that Defendants violated the record
26 keeping provisions of California Labor Code section 1174(d) and applicable IWC Wage Orders
27 as to Plaintiff and the Class, and willfully failed to maintain and keep adequate payroll records;

28 50. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 51. For such other and further relief as the Court may deem just and proper.

3 **As to the Eleventh Cause of Action**

4 52. That the Court declare, adjudge and decree that Defendants violated the days of
5 rest provisions of California Labor Code sections 551 and 552 and applicable IWC Wage Orders
6 as to Plaintiff and the Class, and willfully failed to provide the days of rest mandated by the
7 applicable laws and regulations.

8 53. For all actual, consequential, and incidental losses and damages, according to
9 proof;

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

11 **As to the Twelfth Cause of Action**

12 55. That the Court declare, adjudge and decree that Defendants violated California
13 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the
14 Class all overtime compensation due to them, failing to provide all meal and rest periods to
15 Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing
16 to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code
17 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d),
18 2800, and 2802;

19 56. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
20 interest from the day such amounts were due and payable;

21 57. For the appointment of a receiver to receive, manage and distribute any and all
22 funds disgorged from Defendants and determined to have been wrongfully acquired by
23 Defendants as a result of violation of California Business and Professions Code sections 17200,
24 *et seq.*;

25 58. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Code of Civil Procedure section 1021.5;

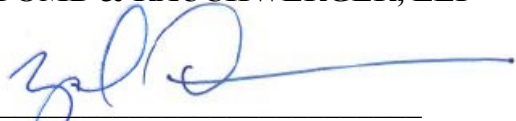
27 59. For injunctive relief to ensure compliance with this section, pursuant to
28 California Business and Professions Code sections 17200, *et seq.*; and

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

DATED: May 2, 2024

DOMB & RAUCHWERGER, LLP

By: 

ZACK I. DOMB
DEVIN RAUCHWERGER
JEFFREY JACKSON
TAYLOR N. TEJEDA
Attorneys for Plaintiff
Rufus McWilliams

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On May 2, 2024, I served the foregoing document entitled **PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
E-Mail: joanna@calljustice.com

Attorneys for Plaintiff,
Rufus McWilliams

Candace S. Bertoldi, Esq.
Emily Stamler, Esq.
Lori Whitley, Esq.
SEYFARTH SHAW LLP
601 South Figueroa Street, Suite 3300
Los Angeles, CA 90017
Email: cbertoldi@seyfarth.com
Email: estamler@seyfarth.com
Email: lwhitley@seyfarth.com

Attorneys for Defendant,
Karma Automotive, LLC

- ☐ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.
- ☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.
- ☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed May 2, 2024, at Rio Linda, California.

Jessica Delgado

Print Name

By:



Signature