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9 Attorneys for Plaintiff EDGAR DUARTE

10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 EDGAR DUARTE, an individual, on behalf of
14 himself and others similarly situated,

15 Plaintiff,

16 vs.

17 ARRIAGA USA, INC., a California
18 Corporation; DECISIONHR I, INC., a Florida
19 corporation; OFER RUBIN, an individual; and
DOES 1 through 50, inclusive,

20 Defendants.

Case No. 21STCV14446

Assigned for All Purposes to:
Hon. Elihu M. Berle, Dept. 6

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

Action Filed: April 15, 2021
Trial Date: None set

1 Plaintiff EDGAR DUARTE (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 Defendants ARRIAGA USA, INC., a California Corporation; DECISIONHR I, INC., a Florida
4 corporation; OFER RUBIN, an individual; and DOES 1 through 50, inclusive (collectively,
5 “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7 1. Plaintiff brings this putative class action against Defendants, on behalf of himself
8 individually and a putative class of California citizens who are and were employed by Defendants as
9 non-exempt employees throughout California during the Class Period (collectively the “Class” or
10 “Class Members”). The term Class Period is defined as four years prior to the filing of this action to
11 the date of class certification.

12 2. Plaintiff also brings this representative action pursuant to the Private Attorneys General
13 Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf of himself
14 individually and other aggrieved employees who are and were employed by Defendants as non-exempt
15 employees throughout California during the PAGA Period. The term PAGA Period is defined as one
16 year prior to Plaintiff’s notice of labor code violations to the Labor and Workforce Development
17 Agency (“LWDA”) and Defendants until judgment.

18 3. Plaintiff is informed and believes, and thereon alleges, that Defendant ARRIAGA
19 USA, INC. is doing business as Stoneland or Stoneland USA and is an importer, fabricator, and retailer
20 of natural stone products in California.

21 4. Plaintiff is informed and believes, and thereon alleges, that Defendant DECISIONHR
22 I, INC. provides human resources services, among other things, to employers in California.

23 5. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
24 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
25 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
26 Members, and contribute to Defendants’ deliberate unfair competition.

27 6. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
28 and continue to violate state wage and hour laws by, among other things:

- (a) failing to pay all wages (including minimum, regular, and overtime wages);
- (b) failing to provide lawful meal periods or compensation in lieu thereof;
- (c) failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- (d) failing to provide accurate itemized wage statements;
- (e) failing to pay all wages due upon separation of employment; and
- (f) failing to reimburse business expenses.

7. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code sections 98.6, 201-204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and California Code of Civil Procedure section 1021.5.

JURISDICTION AND VENUE

8. This is a class action pursuant to California Code of Civil Procedure section 382 and representative action under PAGA. The monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

9. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

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

11. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this county, and the acts and omissions alleged herein took place in this

1 county.

2 **PARTIES**

3 12. Plaintiff is a California citizen and resides in Los Angeles County, California.
4 Defendants employed Plaintiff as a non-exempt hourly employee during the Class Period and continue
5 to employ Plaintiff. Plaintiff's job duties include, but are not limited to, operating forklifts and
6 assisting forklift drivers, preparing materials and products for clients, assisting clients, and maintaining
7 the yard (e.g., cleaning and organizing).

8 13. Plaintiff is informed and believes, and thereon alleges, that Defendant ARRIAGA
9 USA, INC. ("Arriaga") is a California corporation doing business as Stoneland and/or Stoneland USA
10 and is an importer, fabricator, and retailer of natural stone products catering to residential and
11 commercial customers in California.

12 14. Plaintiff is informed and believes, and thereon alleges, that Defendant DECISIONHR
13 I, INC. ("DecisionHR") is a Florida corporation that owns and operates a professional employer
14 organization that provides human resource services (e.g., providing wage statements to Class
15 Members), among other things, to employers in California.

16 15. Plaintiff is informed and believes, and thereon alleges, that Defendant OFER RUBIN
17 is the Secretary and Director for Defendant Arriaga. Plaintiff is informed and believes, and thereon
18 alleges, that at all relevant times herein, Mr. Rubin was involved in the day-to-day operations of
19 Arriaga's facilities and worksites, including hiring, firing, and disciplining employees; enforcing
20 company rules, policies, and practices; working directly at Arriaga's worksites; meeting and
21 communicating with employees; and forcing employees to sign documents stating that meal and rest
22 period violations did not occur despite Defendants' records showing otherwise, among other things.
23 Consequently, Mr. Rubin violated or caused to be violated the Industrial Welfare Commission
24 ("IWC") Wage Order provisions regulating minimum wages or hours and days of work, as well as
25 Labor Code Sections 203, 204, 226, 226.7, 1194, 1197, and 2802 as explained below. Thus, Mr. Rubin
26 is personally liable for the Labor Code and IWC Wage Order violations pursuant to Labor Code
27 Section 558.1.

28 16. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter

1 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
2 whose employees were and are engaged throughout this county and the State of California.

3 17. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
4 Civil Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff
5 will seek leave of court to amend this FAC and serve such fictitiously named Defendants when their
6 names and capacities are ascertained.

7 18. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
8 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
9 times.

10 19. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
11 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
12 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
13 to the other Defendants.

14 20. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
15 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
16 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
17 acted as the employer and/or joint employer of Plaintiff and the Class Members.

18 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
19 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
20 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
21 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
22 all Defendants were in accordance with, and represent, the official policy of Defendants.

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

27 23. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
28 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,

1 occurrences, and transactions alleged herein.

2 **CLASS ALLEGATIONS**

3 24. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
4 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
5 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
6 the Class Period.

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

8 Class

9 All current and former non-exempt employees employed by Defendants in the State of
10 California within four years prior to the commencement of this action to the date of
11 class certification.

12 26. Plaintiff also seeks to certify the following Subclass:

13 Waiting Time Subclass

14 All Class Members who separated from their employment with Defendants at any time
15 within three years prior to the filing of this action to the date of class certification
16 ("Subclass" or "Waiting Time Subclass").

17 27. Members of the Class and Subclass described above will be collectively referred to as
18 "Class Members."

19 28. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
20 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
21 investigation, discovery, and specific theories of liability.

22 29. There is a well-defined community of interest in this litigation and the proposed Class
23 and Subclass are readily ascertainable.

24 30. **Commonality:** This action has been brought and may properly be maintained as a class
25 action under the California Code of Civil Procedure section 382 because there are common questions
26 of law and fact as to the Class Members that predominate over any questions affecting only individual
27 members including, but not limited to, the following:

28 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,

regular, and overtime wages) for all hours worked;

(b) Whether Defendants' rounding policy and practice favored Defendants by systematically undercompensating Plaintiff and Class Members;

(c) Whether Defendants provided Plaintiff and Class Members with compliant meal periods or paid compensation in lieu thereof;

(d) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and Class Members or paid compensation in lieu thereof;

(e) Whether Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements;

(f) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages due immediately upon termination or within 72 hours of resignation;

(g) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary business expenditures;

(h) Whether Defendants' conduct was willful or reckless; and

(i) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*

31. There is a well-defined community of interest. Further, Plaintiff and Class Members have suffered common injuries as a result of Defendants' systemic employment policies and practices. Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff and Class Members accordingly. In addition, answers to common questions raised in this FAC will advance resolution of each individual Class Member's claims.

32. **Numerosity:** The Class Members are so numerous that joinder of all members is impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated to be greater than 100 individuals.

33. **Ascertainability:** The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

34. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the

1 Class Members because Defendants' failure to comply with the provisions of California's wage and
2 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
3 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
4 are caused by Defendants' common course of conduct as alleged herein.

5 35. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
6 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
7 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
8 proposed class counsel, are competent and experienced in litigating large employment class actions
9 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
10 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
11 that have been and will be necessarily expended for the prosecution of this action for the substantial
12 benefit of the Class Members.

13 36. **Superiority:** The nature of this action makes use of class action adjudication superior
14 to other methods. A class action will achieve economies of time, effort, and expense as compared with
15 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in
16 the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and
17 is empowered to, fashion methods to efficiently manage this case as a class action.

18 37. **Public Policy Considerations:** Employers in the State of California violate
19 employment and labor laws every day. Current employees are often afraid to assert their rights out of
20 fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they
21 believe their former employers might damage their future endeavors through negative references
22 and/or other means. Class actions provide class members who are not named in the FAC with a type
23 of anonymity that allows for the vindication of their rights while affording them privacy protections.

24 **GENERAL ALLEGATIONS**

25 38. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff
26 and other persons as non-exempt employees at Defendants' locations within California. Defendants
27 employ Plaintiff in a non-exempt position and continue to employ non-exempt employees within
28 California.

1 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were
3 knowledgeable about California's wage and hour laws, employment and personnel practices, and the
4 requirements of California law.

5 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
6 have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the
7 financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
8 all in order to increase Defendants' profits.

9 41. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants
10 knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum
11 wages, wages at their regular rate of pay, and/or overtime wages and that they were not receiving
12 minimum, regular, and overtime wages for all work that was required to be performed. Plaintiff and
13 Class Members regularly worked more than eight (8) hours per workday and/or over 40 hours per
14 workweek. In violation of the Labor Code and IWC Wage Orders, Defendants rounded Plaintiff's and
15 Class Members' hours worked thereby depriving them of work performed before and after their
16 scheduled shifts, including donning and doffing time. Defendants' rounding practice systematically
17 undercompensated Plaintiff and Class Members and favored the employer rather than the employee.
18 In addition, Defendant auto-deducted 30-minute meal periods even when meal periods were short or
19 on-duty.

20 42. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
21 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
22 timely, off-duty, uninterrupted 30-minute meal period for every five (5) hours of work, or payment of
23 one additional hour of pay at their regular rate of pay when they did not receive a compliant meal
24 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members did not
25 receive compliant meal periods since they were on-duty, late, interrupted, and/or short. Initially,
26 Defendants scheduled Plaintiff's and Class Members' meal periods to be taken after the fifth hour of
27 work. For example, Defendants instituted a bell system for Plaintiff and Class Members to take their
28 meal periods, which were scheduled after the fifth hour of work and/or Plaintiff and Class Members

1 were required to work despite the bell signaling the start of their meal periods due to work demands.
2 In addition, Defendants required Plaintiff and Class Members to have a work issued radio on their
3 person and respond at all times during their shifts, including during meal periods. Thus, Defendants
4 failed to provide off-duty meal periods to Plaintiff and Class Members. In addition, Defendants
5 unlawfully rounded and auto-deducted Plaintiff's and Class Members' meal periods despite short, on-
6 duty, and/or interrupted meal periods. For example, Plaintiff and Class Members would end their meal
7 periods early (i.e., less than 30 minutes), and return to work to move tanks or unload trucks. Defendants
8 failed to compensate Plaintiff and Class Members with an additional hour of pay at their regular rate
9 of pay for every day in which they were denied a compliant meal period.

10 **43. Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
11 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
12 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction
13 thereof, or payment of one additional hour of pay at their regular rate of pay when they were not
14 permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage Orders,
15 Plaintiff and Class Members were not permitted to take compliant rest breaks. Initially, Defendants
16 failed to provide any rest breaks to Plaintiff and Class Members. Thereafter, Defendants provided two
17 (2) 10-minute rest periods but consolidated the rest breaks with a single 30-minute meal period to
18 provide Plaintiff and Class Members with only one (1) 50-minute break per workday. In addition,
19 Defendants required Plaintiff and Class Members to have work issued radios on their person and
20 respond at all times during their shifts, including during rest periods. Despite these violations,
21 Defendants failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate
22 of pay when they did not receive a compliant rest break.

23 **44. Unreimbursed Business Expenses:** Plaintiff is informed and believes, and thereon
24 alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled
25 to reimbursement for their necessary work-related business expenses. In violation of the Labor Code
26 and IWC Wage Orders, Defendants failed to reimburse Plaintiff and Class Members for the use of
27 their personal phones and separate maintenance of their work uniforms. For example, Plaintiff and
28 Class Members were required to download a phone application called "ExakTime" on their personal

1 cell phones and record their hours worked without reimbursement for a reasonable portion of their
2 phone bills. In addition, Plaintiff and Class Members were required to wear and maintain Defendants'
3 work uniforms, which consisted of a shirt with Defendants' logo, among other things. Due to the
4 nature of Plaintiff's and Class Members' job duties, their uniforms became heavily soiled and were
5 washed and/or otherwise maintained separately by Plaintiff and Class Members without
6 reimbursement.

7 **45. Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
8 Defendants knew or should have known that Plaintiff and Waiting Time Subclass Members who
9 separated from their employment with Defendants during the statutory period were entitled to timely
10 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class Members
11 did not receive payment of all wages owed upon separation within the permissible time period due to,
12 *inter alia*, Defendants' failure to pay all wages, meal and rest period premiums, and reimburse
13 expenses to Plaintiff and Class Members.

14 **46. Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges
15 that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive
16 complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
17 Plaintiff and Class Members were not furnished with complete and accurate wage statements that show
18 all of the information required by Labor Code section 226, including, but not limited to, the gross and
19 net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period,
20 and the corresponding number of hours worked at each hourly rate.

21 **FIRST CAUSE OF ACTION**
22 **(FAILURE TO PAY ALL WAGES)**
23 **(Against All Defendants)**

24 **47.** Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully
25 set forth herein.

26 **48.** At all relevant times, Defendants had a duty to comply with Labor Code sections 204,
27 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California
28 Code of Regulations.

1 49. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
2 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
3 in advance by the Defendants as the regular paydays. All wages earned in excess of the normal work
4 period must be paid no later than the payday for the next regular payroll period.

5 50. Labor Code section 206 provides that in case of a dispute over wages, the Defendants
6 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
7 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

8 51. At all times relevant, Labor Code section 510, and applicable sections of the California
9 Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants and
10 continue to apply to Class Members' employment with Defendants. Labor Code section 510 and
11 applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work
12 performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one
13 and one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in
14 a workday must be compensated at the rate of no less than twice the regular rate of pay for an
15 employee.

16 52. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
17 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
18 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
19 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
20 the state or local minimum wage, whichever is higher, for any hour of work.

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

25 54. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
26 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

27 55. Labor Code section 1198 prohibits Defendants' from employing for longer hours or
28 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise

1 set by the Labor Commissioner.

2 56. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
3 and Class Members regularly worked more than eight (8) hours per workday, and/or more than 40
4 hours per workweek.

5 57. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
6 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including minimum,
7 regular, and overtime wages), due to Defendants' practices of failing to pay wages for all hours
8 worked, unlawfully rounding time worked, auto-deducting meal periods, and failing to compensate
9 donning and doffing time, among other things.

10 58. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
11 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
12 earnings from minimum, regular, and overtime compensation due, in an amount to be established at
13 trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

14 59. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief as
15 described herein and below.

16 **SECOND CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

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

21 61. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
22 and 512, and the applicable IWC Wage Orders.

23 62. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
24 employing any person for a work period of more than 5 hours per day without providing the employee
25 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
26 except that if the total work period per day is no more than 6 hours, the meal period may be waived
27 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
28 is required if an employee works more than 10 hours per day and must begin before the employee's

1 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
2 may be waived by mutual consent of the employer and employee, but only if the first meal period was
3 not waived. An employer must relieve an employee of all duties during meal periods.

4 63. The applicable IWC Wage Orders state that “[u]nless the employee is relieved of all
5 duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period
6 and counted as time worked.”

7 64. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
8 requiring any employee to work during a meal period mandated by any California statute, regulation,
9 standard or order. If an employer fails to provide an employee with a meal period in accordance with
10 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
11 employee one additional hour of pay at the employee’s regular rate of compensation for each workday
12 that the meal period is noncompliant.

13 65. During the relevant time period, Plaintiff and Class Members did not receive compliant
14 meal periods for working more than five (5) hours per day because their meal periods were late,
15 interrupted, short, and/or on-duty.

16 66. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
17 meal period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and
18 the applicable IWC Wage Order.

19 67. As a result of Defendants’ failure to provide compliant meal periods and pay meal
20 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
21 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
22 wages and compensation.

23 68. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
24 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
25 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
26 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

27 69. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys’
28 fees and costs from Defendants in an amount subject to proof and approved by the Court.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

71. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7 and the applicable IWC Wage Orders.

72. The IWC Wage Orders require employers to authorize and permit all employees to take 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

73. If an employer fails to provide an employee with a rest period in accordance with California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is noncompliant.

74. During the relevant time period, Defendants failed to provide compliant rest breaks. Specifically, Plaintiff and Class Members missed their rest breaks due to Defendants' practice of consolidating rest breaks and meal breaks into a single break per work shift. In addition, rest breaks were on-duty. Consequently, Plaintiff and Class Members did not receive a 10-minute rest period for every four (4) hours worked or major fraction thereof.

75. During the relevant time period, Defendants failed to pay Plaintiff and Class Members rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order.

76. As a result of Defendants' failure to provide compliant rest periods and pay rest period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

77. Because Plaintiff and Class Members were and/or are entitled to such rest periods or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and

1 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

2 78. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
3 fees and costs from Defendants in an amount subject to proof and approved by the Court.

4 **FOURTH CAUSE OF ACTION**

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

6 **(AGAINST ALL DEFENDANTS)**

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

9 80. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

10 81. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
11 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
12 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
13 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
14 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
15 identification number of the employee, (8) the name and address of the legal entity that is the
16 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
17 at each hourly rate.

18 82. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
19 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
20 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
21 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
22 an award of costs and attorneys' fees.

23 83. During the relevant time period, Defendants have knowingly and intentionally failed
24 to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and
25 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
26 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
27 pay period, and the corresponding number of hours worked at each hourly rate.

28 84. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff

1 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
2 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
3 Labor Code section 226(a) because they were denied both their legal right to receive, and their
4 protected interest in receiving, accurate itemized wage statements under California Labor Code section
5 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of
6 wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage
7 in these efforts and incur these costs had Defendants provided the accurate wages earned. This has
8 also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

9 85. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff and
10 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
11 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
12 failure to comply with California Labor Code section 226(a), Plaintiff and Class Members have
13 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
14 according to proof at trial.

15 86. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
16 Code section 226(h), compelling Defendants to comply with California Labor Code section 226, and
17 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

18 **FIFTH CAUSE OF ACTION**

19 **WAITING TIME PENALTIES**

20 **(AGAINST ALL DEFENDANTS)**

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

23 88. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
24 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
25 Waiting Time Subclass Members.

26 89. Labor Code section 201 requires that if an employer discharges an employee, the wages
27 earned and unpaid at the time of discharge are due and payable immediately.

28 90. Labor Code section 202 requires that if "an employee not having a written contract for

1 a definite period” quits, the employee’s wages shall become due and payable no later than 72 hours
2 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting.

4 91. Labor Code section 203 provides that if an employer willfully fails to pay, without
5 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
6 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
7 action therefor is commenced, but that the wages shall not continue for more than 30 days per
8 employee.

9 92. During the relevant time period, Defendants willfully failed to pay Waiting Time
10 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
11 regular, and overtime compensation, premium compensation, and reimbursements either at the time
12 of discharge or within 72 hours of leaving Defendants’ employ.

13 93. As a result of Defendants’ failure to timely pay all wages owed to Waiting Time
14 Subclass Members in accordance with Labor Code sections 201, 202 and 203, Waiting Time Subclass
15 Members are entitled to recover waiting time penalties, prejudgment interest, attorneys’ fees, and costs
16 in amounts that will be established at trial.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **(AGAINST ALL DEFENDANTS)**

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

22 95. At all relevant times, Defendants had a duty to comply with Labor Code sections 2800
23 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements
24 with respect to Plaintiff and Class Members.

25 96. Labor Code section 2800 requires employers to indemnify employees for losses caused
26 by the employer’s want of ordinary care. To the extent Defendants claim that Plaintiff and Class
27 Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and
28 losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their

1 own negligence.

2 97. Labor Code section 2802(a) requires that employers indemnify and reimburse
3 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
4 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
5 based on the employee's obedience to the employer's directions. Labor Code section 2802(b)
6 authorizes employees to recover in a court action interest which shall accrue from the date on which
7 the employee incurred the necessary expenditure or loss. Labor Code section 2802(c) authorizes
8 employees, who to enforce their right to reimbursements under Labor Code section 2802, to also
9 recover attorneys' fees and costs.

10 98. During the relevant time period, Defendants required Plaintiff and Class Members to
11 use their personal cell phones and separately maintain their heavily soiled uniforms without
12 reimbursement.

13 99. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
14 Members for all business and work-related costs, expenditures, losses and expenses in accordance
15 with Labor Code sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full
16 unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory
17 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

18 **SEVENTH CAUSE OF ACTION**

19 **UNFAIR BUSINESS PRACTICES**

20 **(AGAINST ALL DEFENDANTS)**

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

23 101. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
24 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
25 public interest within the meaning of Code of Civil Procedure section 1021.5.

26 102. Defendants' activities, as alleged herein, violate California law and constitute unlawful
27 business acts or practices in violation of California Business and Professions Code sections 17200, *et*
28 *seq.*

1 103. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated
2 on the violation of any state or federal law.

3 104. Defendants' policies and practices have violated state law in at least the following
4 respects:

5 (a) Failing to pay all minimum, regular, and overtime wages due to Plaintiff and Class
6 Members in violation of Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2,
7 1197, and 1198;

8 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium
9 wages for every day in which a meal period was not provided in violation of Labor
10 Code sections 226.7 and 512;

11 (c) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
12 premium wages for every day in which a rest break was not authorized or permitted in
13 violation of Labor Code section 226.7;

14 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
15 in violation of Labor Code section 226;

16 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members
17 upon separation of employment in violation of Labor Code sections 201, 202 and 203;
18 and

19 (f) Failing to reimburse Plaintiff and Class Members all necessary business expenses in
20 violation of Labor Code sections 2800 and 2802.

21 105. Defendants intentionally avoided paying Plaintiff and Class Members' wages and
22 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
23 undercut their competitors and establish and gain a greater foothold in the marketplace.

24 106. Pursuant to Business and Professions Code sections 17202, 17203, and 17208, Plaintiff
25 and Class Members are entitled to restitution of the wages unlawfully withheld and retained by
26 Defendants during a period that commences four years prior to the filing of this action; an award of
27 attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other applicable laws; and an
28 award of costs.

107. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code sections 17200 *et seq.*

EIGHTH CAUSE OF ACTION

VIOLETION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

109. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

110. On April 13, 2021, Plaintiff gave written notice of the specified provisions alleged to have been violated by Defendant Arriaga, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendant Arriaga and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days has passed since Plaintiff submitted his PAGA notice to the LWDA without a response from the LWDA. Accordingly, Plaintiff may amend his Complaint to add a PAGA cause of action against Defendant Arriaga.

111. On May 28, 2021, Plaintiff gave written notice of the specified provisions alleged to have been violated by Defendants DecisionHR and Mr. Rubin, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants DecisionHR and Mr. Rubin and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days has passed since Plaintiff submitted his PAGA notice to the LWDA without a response from the LWDA. Accordingly, Plaintiff may amend his Complaint to add a PAGA cause of action against Defendants DecisionHR and Mr. Rubin.

1 112. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
3 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
4 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
5 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

6 113. For all provisions of the Labor Code except those for which a civil penalty is
7 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred
8 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
9 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
10 Defendants violated these provisions of the Labor Code.

11 114. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
12 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
13 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
14 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
15 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
16 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
17 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
18 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
19 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
20 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
21 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
22 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
23 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
24 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
25 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
26 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
27 and 6399.7.

28 115. Defendants' conduct violates numerous Labor Code sections, including, but not limited

1 to, the following:

2 (a) Violation of Labor Code sections 201-204, 206, 210, 510, 558, 1194, 1197,
3 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, and overtime
4 wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of
5 employment as herein alleged;

6 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal
7 periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal
8 periods as herein alleged;

9 (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to
10 Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as
11 herein alleged;

12 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate
13 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

14 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
15 accurate records regarding the employment of Plaintiff and other aggrieved employees as herein
16 alleged;

17 (f) Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff
18 and other aggrieved employees for business expenses; and

19 (g) Violation of Labor Code Sections 98.6 and 1102.5 for retaliation against and
20 constructive discharge and/or wrongful termination of Plaintiffs and other Aggrieved Employees for
21 their lawfully protected complaints regarding Defendants' Labor Code violations.

22 116. Labor Code Section 226.3 provides: "[a]ny employer who violates subdivision (a) of
23 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
24 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
25 violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
27 penalties provided for in this section are in addition to any other penalty provided by law."

28 117. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf

1 of an employer who violates, or causes to be violated, a section of this chapter or any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
3 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
4 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
5 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
6 employee was underpaid.”

7 118. Labor Code section 558.1 provides that any “employer or other person acting on behalf
8 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
9 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
10 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 [of the Labor Code], may be held liable
11 as the employer for such violation.”

12 119. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
13 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
14 to employees.

15 120. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either
16 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
17 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
18 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
19 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
20 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
21 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
22 the employee is underpaid regardless of whether the initial violation is intentionally committed.

23 121. As set forth above, Defendants have violated numerous provisions of the Labor Code
24 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks
25 the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid
26 employees, and the State of California.

27 122. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators
28 and had one or more of the alleged violations committed against him, and therefore is properly suited

1 to represent the interests of all other aggrieved employees.

2 123. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
4 aggrieved employees under the PAGA.

5 124. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
6 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
7 above.

8 125. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

9 **PRAYER FOR RELIEF**

10 Plaintiff, individually and on behalf of all others similarly situated and other aggrieved
11 employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

12 1. For certification of this action as a class action, including certifying the Class and
13 Subclass alleged by Plaintiff;

14 2. For appointment of Plaintiff EDGAR DUARTE as the class representative;

15 3. For appointment of the Law Office of Daniel J. Hyun and Alami Law Group as class
16 counsel for all purposes;

17 4. For compensatory damages in an amount according to proof with interest thereon;

18 5. For economic and/or special damages in an amount according to proof with interest
19 thereon;

20 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
21 penalties, including interest thereon;

22 7. For waiting time penalties pursuant to Labor Code section 203;

23 8. For liquidated damages pursuant to Labor Code section 1194.2;

24 9. For statutory penalties to the extent permitted by law, including those pursuant to the
25 Labor Code and IWC Wage Orders;

26 10. For restitution to Plaintiff and Class Members of all money and property unlawfully
27 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
28 Professions Code sections 17200 *et seq.*;

11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;

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

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

14. For recovery of attorneys' fees and costs provided by Labor Code sections 226, 1194, 2802, 2698 *et seq.*, and Code of Civil Procedure section 1021.5;

15. For PAGA penalties; and

16. For such other relief as the Court deems just and proper.

Dated: August 10, 2021

LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP



By: _____

Daniel J. Hyun

David Alami

Attorneys for Plaintiff EDGAR DUARTE

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: August 10, 2021

LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP



By: _____

Daniel J. Hyun

David Alami

Attorneys for Plaintiff EDGAR DUARTE