

Jonathan M. Genish (SBN 259031)
jgenish@blackstonepc.com
Jill J. Parker (SBN 274230)
jparker@blackstonepc.com
Joana Fang (SBN 309623)
jfang@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff
SHEIZAN BAWA

Assigned for all Purposes
Judge William Claster

CX-104

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

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

Plaintiff,

vs.

MEATHEAD MOVERS, INC., a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2021-01211895-CU-OE-CXC

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff SHEIZAN BAWA (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from May 11, 2020 to final judgment (“Aggrieved Employees”).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, 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 California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because a majority of the acts, events, and violations occurred in this County. Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Orange.

THE PARTIES

5. At all times herein mentioned, Plaintiff SHEIZAN BAWA was a resident of the County of Ventura, State of California.

6. At all times herein mentioned, Defendant MEATHEAD MOVERS, INC., a California corporation, was and is an employer whose employees are engaged in the State of California, including the County of Orange.

7. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each and all of the

1 acts and omissions alleged herein were performed by, or are attributable to Defendant MEATHEAD
2 MOVERS, INC. and/or DOES 1 through 25 (collectively “Defendants”), each acting as the agent,
3 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
4 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
5 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants represent
6 and were in accordance with Defendants’ official policy.

7 9. At all relevant times, Defendants were the employer of Plaintiff within the meaning
8 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
9 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
10 each of said Defendants’ employers and employers liable under the statutory provisions set forth
11 herein.

12 10. At all relevant times, Defendants, and each of them, ratified each and every act or
13 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
14 abetted the acts and omissions of each and all the other Defendants in proximately causing the
15 damages herein alleged.

16 11. Plaintiff is informed and believes, and based thereon alleges, that each of said
17 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
18 omissions, occurrences, and transactions alleged herein.

19 **GENERAL ALLEGATIONS**

20 12. From approximately September 2019 to approximately February 11, 2021,
21 Defendants, jointly and severally, employed Plaintiff as a non-exempt Mentor in the County of
22 Orange. As a Mentor, Plaintiff’s job duties included, but were not limited to, loading and unloading
23 furniture, boxes, and other goods, driving, providing customer service, and completing paperwork.

24 13. Defendants are a professional moving company.

25 14. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
26 them minimum wages, failed to pay them all overtime wages due, failed to provide them with all
27 meal periods and rest periods to which they were entitled, failed to timely pay them all wages during
28 their employment, failed to timely pay them all wages due upon termination of their employment,

1 failed to maintain accurate payroll records, failed to furnish them with accurate itemized wage
2 statements, failed to reimburse them necessary business expenses, and failed to provide and adhere
3 to other related protections afforded by the California Labor Code and applicable Industrial Welfare
4 Commission Wage Order.

5 15. Defendants had the authority to hire and terminate Plaintiff and the other Aggrieved
6 Employees, to set work rules and conditions governing Plaintiff and the other Aggrieved
7 Employees' employment, and to supervise their daily employment activities.

8 16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
9 and the other Aggrieved Employees' employment for them to be joint employers of Plaintiff and
10 the other Aggrieved Employees.

11 17. Defendants directly hired and paid wages and benefits to Plaintiff and the other
12 Aggrieved Employees.

13 18. Defendants continue to employ hourly paid and/or non-exempt employees within the
14 State of California.

15 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
16 have known that Plaintiff and the other Aggrieved Employees were entitled to receive at least
17 minimum wages for compensation and that, in violation of the California Labor Code, they were not
18 receiving at least minimum wages for work done off-the-clock.

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

21 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive certain
23 wages for overtime compensation and that Plaintiff and the other Aggrieved Employees were not
24 receiving certain wages for overtime compensation.

25 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
27 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
28 they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a

1 work period of more than five hours per day, and that Plaintiff and the other Aggrieved Employees
2 did not receive all meal periods or payment of one (1) additional hour of pay at their regular rate of
3 compensation when a meal period was missed, shortened, taken late, and/or interrupted.

4 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
6 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
7 they were not provided with an uninterrupted second meal period of no less than thirty (30) minutes
8 for a work period of more than ten (10) hours per day, and that Plaintiff and the other Aggrieved
9 Employees did not receive all second meal periods or payment of one (1) additional hour of pay at
10 their regular rate of compensation when a second meal period was missed, shortened, taken late,
11 and/or interrupted.

12 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
13 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all rest
14 periods or payment of one (1) additional hour of pay at their regular rate of compensation when they
15 were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four
16 hours, or major fraction thereof, worked, and that Plaintiff and the other Aggrieved Employees did
17 not receive all rest periods or payment of one (1) additional hour of pay at their regular rate of
18 compensation when a rest period was missed, shortened, taken late, and/or interrupted.

19 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that Plaintiff and the other Aggrieved Employees were entitled to timely payment
21 of wages during their employment. In violation of the California Labor Code, Plaintiff and the other
22 Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime
23 wages, meal period premium wages, and rest period premium wages within permissible time periods.

24 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
25 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
26 wages upon termination of employment, including, without limitation, overtime wages, meal period
27 premium wages, and rest period premium wages, and that Plaintiff and the other Aggrieved
28 Employees did not receive payment of all wages upon termination of employment.

1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Defendants had to keep complete and accurate payroll records for
3 Plaintiff and the other Aggrieved Employees in accordance with California law, but, in fact, did not
4 keep complete and accurate payroll records.

5 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
7 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff and
8 the other Aggrieved Employees did not receive complete and accurate wage statements from
9 Defendants.

10 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
11 or should have known that they are required to indemnify Plaintiff and the other Aggrieved
12 Employees for all necessary business expenses that they incur in direct consequence of the discharge
13 of his or her job duties or in direct consequence of his or her obedience to the directions of the
14 employer.

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

17 31. At all times set forth herein, PAGA provides that any provision of law under the
18 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
19 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
20 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
21 brought by an aggrieved employee on behalf of herself and other current or former employees
22 pursuant to procedures outlined in California Labor Code section 2699.3.

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

26 33. Plaintiff was employed by Defendants and the alleged violations were committed
27 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
28 the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c)

1 in that they are current or former employees of Defendants and one of more of the alleged violations
2 were committed against them.

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

6 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
7 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
8 Labor Code alleged to have been violated, including the facts and theories to support the
9 alleged violations.

10 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
11 aggrieved employee by certified mail that it does not intend to investigate the alleged
12 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
13 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
14 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
15 employee may commence a civil action pursuant to California Labor Code section 2699
16 to recover civil penalties in addition to any other penalties to which the employee may
17 be entitled.

18 35. On May 11, 2021, Plaintiff provided notice by electronic submission to the LWDA
19 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
20 have been violated, including the facts and theories to support the alleged violations, pursuant to
21 Labor Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of
22 the date of submission of Plaintiff’s notice.

23 36. Therefore, the administrative prerequisites under California Labor Code section
24 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations
25 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
26 1197.1, 1198, 2800, and 2802 have been satisfied.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2698, Et Seq.**

3 **(Against MEATHEAD MOVERS, INC. and DOES 1-25)**

4 37. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

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

11 39. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
12 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
13 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
14 penalty.

15 40. Plaintiff and the other hourly-paid, non-exempt employees are “aggrieved employees”
16 as defined by California Labor Code section 2699(c) in that they are all current or former employees
17 of Defendants, and one or more of the alleged violations were committed against them.

18 41. Defendants’ conduct, as alleged herein, violates numerous sections of the California
19 Labor Code, including, but not limited to, the following:

- 20 (a) Violation of California Labor Code sections 1194, 1197 and 1197.1 for failure to
21 pay minimum wage, as set forth more fully below;
- 22 (b) Violation of California Labor Code sections 510 and 1198 for failure to pay
23 overtime wages, as set forth more fully below;
- 24 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
25 legally required meal periods, as set forth more fully below;
- 26 (d) Violation of California Labor Code section 226.7 for failure to provide legally
27 required rest periods, as set forth more fully below;
- 28 (e) Violation of California Labor Code section 204 for failure to timely pay wages, as

1 set forth more fully before;

2 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay
3 all wages at time of discharge or resignation from employment, as set forth more
4 fully below;

5 (g) Violation of California Labor Code section 1174(d) for failure to maintain accurate
6 payroll records, as set forth more fully below;

7 (h) Violation of California Labor Code section 226(a) for failure to furnish accurate
8 itemized wage statements, as set forth more fully below; and

9 (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
10 necessary business expenses, as set forth more fully below.

11 42. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
12 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
13 civil penalties for Plaintiff, all other Aggrieved Employees, and the State of California against
14 Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein.
15 Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees
16 shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor
17 laws and education of employers and employees about their rights and responsibilities and twenty-
18 five (25%) to the Aggrieved Employees. Further, and as authorized by the California Labor Code
19 sections 210, 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

20 **Failure to Pay Minimum Wage**

21 43. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
22 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
23 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
24 Plaintiff and the other Aggrieved Employees were not paid the appropriate minimum wage for all of
25 the hours they worked. Plaintiff and the other Aggrieved Employees were required to perform work
26 duties off-the-clock prior to clocking-in and after clocking-out. Such off-the-clock work included, but
27 was not limited to, reviewing and responding to text messages and phone calls regarding, *inter alia*,
28 scheduling, customer complaints, and incidents that occurred during moves. Plaintiff and the other

1 Aggrieved Employees were not paid the minimum wage for work performed beyond their scheduled
2 shifts, and the wages paid to them were not sufficient to compensate them for all hours they worked
3 at a minimum wage rate on a cumulative basis. Accordingly, Defendants regularly failed to pay at
4 least minimum wages to Plaintiff and the other Aggrieved Employees for all hours worked in violation
5 of California Labor Code sections 1194, 1197, and 1197.1.

6 **Failure to Pay Overtime Wages**

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

11 45. Specifically, the applicable IWC Wage Order provides that Defendants are and were
12 required to pay Plaintiff and the Aggrieved Employees employed by Defendants, and working more
13 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
14 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
15 workweek.

16 46. The applicable IWC Wage Order further provides that Defendants are and were
17 required to pay Plaintiff and the Aggrieved Employees employed by Defendants, and working more
18 than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of
19 pay.

20 47. California Labor Code section 510 codifies the right to overtime compensation at one-
21 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
22 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
23 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
24 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 48. During the relevant time period, Plaintiff and the Aggrieved Employees regularly
26 worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess
27 of forty (40) hours in a week. During the relevant time period, Plaintiff and the other Aggrieved
28 Employees worked in excess of eight (8) hours in a day and/or forty (40) hours in a week without

overtime compensation because Meathead Movers failed to pay them for off-the-clock work.

49. Therefore, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for overtime compensation, but were not paid at the correct overtime rate of pay for all overtime hours worked.

50. Defendants' failure to pay Plaintiff and the Aggrieved Employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Provide Meal Periods

51. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other Aggrieved Employees' employment by Defendants and each of them.

52. At all relevant times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

53. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

54. During the relevant time period, Plaintiff and other Aggrieved Employees scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

55. During the relevant time period, Plaintiff and the other Aggrieved Employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

56. During the relevant time period, Plaintiff and the other Aggrieved Employees,

1 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
2 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
3 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
4 not less than thirty (30) minutes.

5 57. During the relevant time period, Plaintiff and the other Aggrieved Employees,
6 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to
7 work for periods longer than ten (10) hours without a second uninterrupted meal period of not less
8 than thirty (30) minutes.

9 58. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(b), Plaintiff and other Aggrieved Employees are entitled to recover from Defendants one (1)
11 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
12 the meal period was not provided.

13 59. During the relevant time period, Defendants willfully required Plaintiff and the
14 Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and the
15 Aggrieved Employees for work performed during meal periods. By way of example, Defendants
16 failed to relieve Plaintiff of all duties such that Plaintiff could take compliant meal breaks.

17 60. Defendants failed to pay Plaintiff and the Aggrieved Employees all of the full meal
18 period premium due in violation of California Labor Code sections 226.7 and 512 on each occasion
19 when a timely, uninterrupted meal period of at least thirty (30) minutes was not provided.

20 61. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
21 Code sections 226.7 and 512(a).

22 **Failure to Provide Rest Periods**

23 62. At all relevant times herein set forth, the applicable IWC Wage Order and California
24 Labor Code section 226.7 were applicable to Plaintiff's and the Aggrieved Employees' employment
25 by Defendants.

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

1 64. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
2 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
3 the middle of each work period” and that the “rest period time shall be based on the total hours worked
4 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
5 the total daily work time is less than three and one-half (3½) hours.

6 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
7 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
8 additional hour of pay at the employee’s regular hourly rate of compensation for each work day that
9 the rest period was not provided.

10 66. During the relevant time period, Defendants required Plaintiff and the Aggrieved
11 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
12 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
13 period, Defendants willfully required Plaintiff and the other Aggrieved Employees to work during
14 rest periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
15 could take compliant rest breaks. As a result, Plaintiff worked through mandated rest periods.

16 67. Defendants failed to pay Plaintiff and the Aggrieved Employees all of the full rest-
17 period premiums due in violation of California Labor Code sections 226.7 and 512 on each occasion
18 when a timely, uninterrupted rest period of at least ten (10) minutes was not provided.

19 68. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
20 Code section 226.7.

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

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

26 70. At all times herein set forth, California Labor Code section 204 provides that all wages
27 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
28 month, other than those wages due upon termination of an employee, are due and payable between

1 the 1st and the 10th day of the following month.

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

5 72. During the relevant time period, Defendants intentionally and willfully failed to pay
6 Plaintiff and the other Aggrieved Employees all wages due to them, within any time period
7 permissible under California Labor Code section 204, including wages for minimum wage
8 compensation, overtime compensation, meal period premiums, and rest period premiums.

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

10 73. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
11 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
12 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
13 at the time of discharge are due and payable immediately. California Labor Code section 202
14 mandates that if an employee quits, his or her wages shall become due and payable not later than
15 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
16 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 74. California Labor Code section 203 provides that if an employer willfully fails to pay,
19 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
20 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
21 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
22 continue for more than thirty (30) days.

23 75. Defendants knowingly and willfully failed to issue Plaintiff and the other Aggrieved
24 Employees their final pay within the time limits prescribed by Labor Code sections 201 and 202. At
25 the time that Plaintiff and the other Aggrieved Employees' employment with Defendants ended,
26 Defendants knowingly and willfully failed to pay Plaintiff and the other Aggrieved Employees all
27 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
28 limitation, minimum wages, overtime wages, meal period premium wages, and rest period premium

1 wages.

2 **Failure to Maintain Accurate Payroll Records**

3 76. At all relevant times set forth herein, California Labor Code section 1174(d) requires
4 an employer to keep, at a central location in the state or at the plants or establishments at which
5 employees are employed, payroll records showing the hours worked daily by and the wages paid to,
6 and the number of piece-rate units earned by and any applicable piece rate paid to, employees
7 employed at the respective plants or establishments. These records shall be kept in accordance with
8 rules established for this purpose by the commission, but in any case shall be kept on file for not less
9 than two years.

10 77. Defendants have intentionally and willfully failed to keep accurate and complete
11 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
12 Aggrieved Employees.

13 78. As a result of Defendants' violation of California Labor Code section 1174(d),
14 Plaintiff and the other Aggrieved Employees have suffered injury and damage to their statutorily-
15 protected rights.

16 79. More specifically, Plaintiff and the other Aggrieved Employees have been injured by
17 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
18 were denied both their legal right and protected interest, in having available, accurate and complete
19 payroll records pursuant to California Labor Code section 1174(d).

20 **Failure to Furnish Accurate Itemized Wage Statements**

21 80. At all relevant times set forth herein, California Labor Code section 226(a) provides
22 that every employer shall furnish each of its employees an accurate itemized statement in writing
23 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
24 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be aggregated
26 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
27 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
28 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
2 The deductions made from payments of wages shall be recorded in ink or other indelible form,
3 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
4 deductions shall be kept on file by the employer for at least three years at the place of employment
5 or at a central location within the State of California.

6 81. Defendants have intentionally and willfully failed to provide employees with complete
7 and accurate wage statements. Defendants failed to provide wage statements to Plaintiff and the other
8 Aggrieved Employees stating the total hours worked by the employee during the pay period for which
9 they were being paid at the correct hourly rates of pay, meal period premium wages, and rest period
10 premium wages.

11 82. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
12 and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

13 83. Specifically, Plaintiff and the Aggrieved Employees have been injured by Defendants'
14 intentional violation of California Labor Code section 226(a) because they were denied both their
15 legal right to receive, and their protected interest in receiving, accurate, itemized wage statements
16 under California Labor Code section 226(a). Plaintiff and the other Aggrieved Employees been
17 prevented by Defendants from determining if all hours worked were paid and the extent of the
18 underpayment. Plaintiff has had to file this lawsuit, and will further have to conduct discovery,
19 reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff was
20 paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and
21 lost time.

22 **Failure to Reimburse Necessary Business Expenses**

23 84. At all relevant times set forth herein, California Labor Code sections 2800 and 2802
24 provide that an employer must reimburse its employees for all necessary expenditures incurred by the
25 employee in direct consequence of the discharge of his or her job duties or in direct consequence of
26 his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

27 85. Labor Code section 558.1 provides that an employer or a natural person who is an
28 owner, director, officer, or managing agent of the employer, and who violates or causes to be violated

1 Labor Code section 2802 may be held liable as the employer for such violation.

2 86. At all relevant times set forth herein, Defendants were employers or persons acting on
3 behalf of an employer, who violated California Labor Code section 2802.

4 87. Plaintiff and the other Aggrieved Employees incurred necessary business-related
5 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the use
6 of personal cell phones and back braces for work purposes.

7 88. Defendants intentionally and willfully failed to reimburse Plaintiff and the other
8 Aggrieved Employees for all necessary business-related expenses and costs. Plaintiff and the other
9 Aggrieved Employees are entitled to recover from Defendants their business-related expenses and
10 costs incurred during the course and scope of his employment, plus interest accrued from the date on
11 which Plaintiff and the other Aggrieved Employees incurred the necessary expenditures at the same
12 rate as judgments in civil actions in the State of California.

13 **PRAYER FOR RELIEF**

14 Plaintiff and the other Aggrieved Employees pray for relief and judgment against Defendants,
15 jointly and severally, as follows:

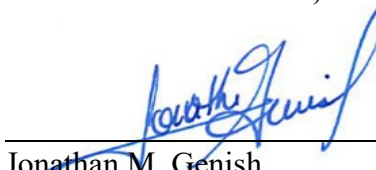
16 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g),
17 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204,
18 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

19 2. For such other and further relief as the Court may deem proper.
20

21 Respectfully Submitted,

22 Dated: July 19, 2021

BLACKSTONE LAW, APC

23
24 By: 

Jonathan M. Genish

Attorneys for Plaintiff SHEIZAN BAWA
25
26
27
28