

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Mark Mooney

MESSRELIA LAW INC.

Harout Messrelian, Esq., SB# 272020

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff Eduardo Zelaya

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EDUARDO ZELAYA,

Plaintiff,

vs.

FRAAI MANAGEMENT GROUP INC.;
ALEX HERNANDEZ; ALFRED
VALENCIA.; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **21STCV32301**

) **COMPLAINT FOR DAMAGES FOR:**

-) 1) **FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) 2) **FAILURE TO PAY MINIMUM**
) **WAGES;**
) 3) **FAILURE TO PAY OVERTIME;**
) 4) **FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS;**
) 5) **FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) 6) **VIOLATION OF LABOR CODE**
) **SECTION 558;**
) 7) **FAILURE TO MAINTAIN**
) **ACCURATE RECORDS;**
) 8) **FAILURE TO GIVE REST BREAKS;**
) 9) **FAILURE TO GIVE MEAL BREAKS;**
) 10) **PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) 11) **FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS**
) 12) **FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES**
) 13) **RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 98.6;**
) 14) **RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 1102.5;**
) 15) **WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**
) 16) **VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

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) **DEMAND FOR JURY TRIAL**
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COMES NOW Plaintiff, EDUARDO ZELAYA (hereinafter "Plaintiff"), and alleges:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants FRAAI MANAGEMENT GROUP INC.; ALEX HERNANDEZ; ALFRED VALENCIA and DOES 1 to 25, inclusive, operate "City Grill Covina" and do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant FRAAI MANAGEMENT GROUP INC. was and is a domestic California corporation organized and operating in the County of Los Angeles, State of California, and who employed Plaintiff. FRAAI MANAGEMENT GROUP INC. owns, operates, and manages "City Grill Covina" Restaurant where Plaintiff was employed.

4. Plaintiff is informed and believes that all times mentioned herein, Defendants ALEX HERNANDEZ and ALFRED VALENCIA are residents of the State of California and the owners, directors, and/or managing agents of FRAAI MANAGEMENT GROUP INC. Plaintiff is including the aforementioned individual Defendants in this complaint pursuant to Labor Code Section 558.1 in that they personally controlled the wages, hours, and working conditions of Plaintiff and other similarly situated aggrieved employees. FRAAI

1 MANAGEMENT GROUP INC., ALEX HERNANDEZ, and ALFRED VALENCIA are
2 collectively referred to herein as "FRAAI" or "Defendant(s)".

3 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
4 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
5 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
6 defendants, numbers 1 to 25, reside in the State of California and are in some manner
7 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
8 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
9 and capacities of these fictitiously named defendants.
10

11 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
12 that information and belief, alleges that at all times herein mentioned, each of the remaining
13 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
14 under the authority of their agency, employment, or representative capacity, with the consent
15 of his/her codefendants.
16

17 GENERAL ALLEGATIONS

18 7. Plaintiff started working for FRAAI as a server at City Grill Covina on or around May
19 2021. Plaintiff was classified as an hourly, non-exempt employee and earned \$13.00/hour.
20 Plaintiff's employment ended on or around June 2021.

21 8. It is Plaintiff's position that FRAAI has committed numerous labor code violations
22 against Plaintiff and other similarly situated aggrieved employees.

23 9. FRAAI did not provide Plaintiff and other similarly situated aggrieved employees with
24 the minimum wages to which they were entitled for all work performed and did not
25 compensate her and others for all hours worked pursuant to California Labor Code sections
26 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and consistently
27 worked "off the clock". This is so because Plaintiff and others would consistently be required
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1 to perform work duties after clocking out for work, including but not limited to cleaning up,
2 doing "cash out", and other similar tasks. Management/ownership would have Plaintiff and
3 others clock out first and then complete these end of the shift tasks. Moreover, there would be
4 issues with rounding down the number of hours worked, which led to Plaintiff and others not
5 being paid for all hours worked. Moreover, to the extent employees such as Plaintiff and others
6 worked through their meal periods, they were not compensated for that time, which would be
7 akin to a minimum wage violation. Plaintiff has personally brought up issues to ownership,
8 including Alex Hernandez, about the fact that he was not paid properly and for all hours
9 worked, but to no avail.

10 10. Additionally, FRAAI violated Labor Code Section 351 by taking some of the tips
11 meant for employees and also deducting the tips from Plaintiff's and others' earned wages.
12 FRAAI also deducted the credit card fee from Plaintiff's and others' tips and did not timely
13 provide the credit card and even cash tips to Plaintiff and other similarly situated aggrieved
14 employees.

15 11. Due to the above "off the clock" violations and as a matter of company policy, FRAAI
16 violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved
17 employees overtime, even though they worked more than 8 hours per day, 12 hours per day,
18 and/or 40 hours per week throughout their employment. Plaintiff's and others' actual work hours,
19 which included the "off the clock" work as described above, entitled them to overtime, however,
20 it was not company policy to keep accurate track of all hours worked and to pay employees
21 overtime.

22 12. FRAAI violated Labor Code § 226.7 along with Industrial Welfare Commission Wage
23 Order no. 5 because it failed to provide Plaintiff and other similarly situated aggrieved employees
24 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their
25 employment. FRAAI did not completely relieve Plaintiff of all duty during said rest periods.
26 FRAAI did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
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1 compensation for each workday that one or more statutory rest periods was not provided. Rest
2 breaks were not authorized or enforced at the restaurant. In fact, it was not part of FRAAI's
3 culture for employees such as Plaintiff and others to take at least one 10-minute rest break every
4 day wherein they are relieved of all work duties. The latter was due to understaffing of servers
5 and servers such as Plaintiff being too busy to be able to take rest breaks. Taking rest breaks
6 meant leaving tables unattended and that could not happen, especially when Plaintiff and other
7 servers were dealing with multiple tables at a time. Additionally, Plaintiff did not have anyone
8 to cover him for any rest break as other servers would be too inundated with their own tables and
9 work to be able to cover.

10 13. FRAAI also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
11 Commission Wage Order No. 5 because it failed to provide Plaintiff and other similarly situated
12 aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours
13 of work throughout their employment, and Plaintiff did not validly waive said meal periods.
14 FRAAI did not completely relieve Plaintiff of all duties during said meal periods. FRAAI did
15 not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each
16 workday that one or more statutory meal periods was not provided. If FRAAI had Plaintiff sign
17 a meal period waiver, it would not be valid and enforceable since Plaintiff and others generally
18 worked more than a 6-hour shift. If FRAAI had Plaintiff sign an on-duty meal period agreement
19 wherein Plaintiff agreed to work through his meal period, it would also be invalid and
20 unenforceable because the nature of Plaintiff's job as a server does not prevent him from taking
21 a meal period. As such, Plaintiff and others never received statutory, timely meal periods during
22 their employment. In other words, there was never an uninterrupted 30-minute meal period for
23 any employees, including Plaintiff. As was the case with rest periods, meal breaks were
24 definitively not part of the FRAAI's culture. The meal periods were not authorized and were not
25 enforced.

26 14. Furthermore, during the relevant time period, FRAAI failed to pay Plaintiff and other
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1 similarly situated aggrieved employees all wages due to them within any time period specified
2 by California Labor Code section 204, including the minimum wages and overtime as described
3 above as well as meal/rest break premiums. In addition, employees, including Plaintiff were paid
4 very late as Plaintiff went a full month after starting his employment before getting paid. FRAAI
5 was also in violation of California Labor Code section 226(a) by not providing access to paystubs
6 and failing to include pertinent information on the wage statements, including but not limited to,
7 all hours worked, tips earned, gross wages earned, net wages earned, all deductions, premium
8 payments for meal and rest breaks, the correct legal name and address of the employer, the
9 correct beginning and end of the pay period, all applicable hourly rates, and all identifying
10 employee information, among other items. As such, FRAAI did not provide Plaintiff and other
11 similarly situated aggrieved employees with complete, accurate itemized wage statements.

12 15. FRAAI violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
13 similarly situated aggrieved employees earned and due wages upon separation of employment,
14 either immediately upon involuntary termination, or within 72 hours of resignation. After
15 Plaintiff stopped working at FRAAI and after Plaintiff's employment with FRAAI ended,
16 FRAAI failed and refused to pay all wages earned and due immediately upon separation. These
17 earned but unpaid wages include compensation for all hours worked including minimum wages
18 and overtime compensation, tips, and premiums for the missed meal and rest breaks.

19 16. During the relevant time period, FRAAI also failed to keep accurate and complete payroll
20 records showing the actual hours worked per day (including the time for meal periods) and the
21 wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code
22 sections 1174(d).

23 17. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
24 business-related expenses and costs that were not reimbursed by FRAAI. These costs include,
25 but are not limited to, use of personal cell phones for work purposes as Plaintiff and others had
26 to download the "HomeBase" application on their personal cell phones. Accordingly, FRAAI
27 was in violation of California Labor Code sections 2800 and 2802. Moreover, FRAAI failed to
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1 provide sick pay pursuant to Labor Code section 246 and also failed to provide Worker's
2 Compensation coverage for Plaintiff and other aggrieved employees in violation of Labor Code
3 Section 3700.5.

4 18. Plaintiff also has claims under Labor Code Section 1102.5 and 98.6 in that he complained
5 to ownership/management about not getting statutory breaks and not getting paid properly and
6 was then subsequently terminated for allegedly being late and being a "no call, no show". Both
7 the alleged tardiness and "no call, no show" issue can be proven to be pre-textual reasons for
8 termination. FRAAI wanted to terminate Plaintiff due to his complaints about illegal conduct at
9 the workplace, which included management/ownership providing alcohol to underage servers in
10 addition to not paying employees properly and per the California Labor Code.

11 **FIRST CAUSE OF ACTION**

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

13 **(California Industrial Welfare Commission Order 5-2001, California Code of**
14 **Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

18 20. At all times relevant herein, Defendants were required to compensate its employees for
19 all hours worked upon reporting for work at the appointed time stated by the employer
20 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,
21 Title 8, Section 11050.

22 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
23 Plaintiff for all hours worked.

24 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
25 compensation for all hours worked but not paid by Defendants for the three (3) years
26 preceding the filing of this Complaint.

27 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
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1 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
2 this Court.

3 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
4 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
5 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
6 reasonable attorney's fees and costs of suit.

7 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
9 amount known to Plaintiff once he has obtained all of his payroll records from
10 Defendants.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

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

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

15 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

17 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the minimum wage
19 rate for all hours worked as required by the applicable Industrial Welfare Commission
20 (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title
21 8, Section 11050, subdivision 4.

22 28. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K), at all relevant times, "hours
23 worked" included "the time during which an employee is subject to the control of an employer,
24 and includes all the time the employee is suffered or permitted to work, whether or not required
25 to do so..."

26 29. During his employment, Plaintiff was regularly required as a matter of uniform
27 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
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1 was paid less than the minimum wage rate by Defendants for hours worked in violation of
2 California Labor Code Section 1197 and the applicable California Industrial Wage
3 Commission wage order(s).

4 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
5 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
6 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
7 to believe that their acts or omissions were not contrary to California law.

8 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
9 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
10 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
11 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
12 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

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17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME**

19 **(California Industrial Welfare Commission Order 5-2001, California Code of**
20 **Regulations Title 8 Section 11050)**

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

22 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

24 34. Pursuant to Industrial Welfare Commission Order No. 5-2001, California Code of
25 Regulations, Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were
26 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
27 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
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1 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
2 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
3 week.

4 35. Plaintiff was a non-exempt employee entitled to the protections of the California
5 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8,
6 Section 11050.

7 36. Plaintiff worked more than eight (8) hours in a single workday, more than twelve (12)
8 hours in a single day, or forty (40) hours in a single workweek on numerous occasions.

9 37. Plaintiff was entitled to the above overtime premiums.

10 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
11 Plaintiff's regular rate of pay for hours worked past eight (8) in a day or two times Plaintiff's
12 regular rate of pay for hours worked past twelve (12) in a day.

13 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
14 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

15 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
16 within the three (3) years prior to the initiation of this lawsuit.

17 41. Defendants know or should know the actual dates of overtime worked, the amount of
18 overtime worked, and the amount of unpaid overtime due.

19 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
20 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
21 Court.

22 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
23 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
24 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
25 reasonable attorney's fees and costs of suit.

26 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
28 trial.

1 **FOURTH CAUSE OF ACTION**

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

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

4 **(Plaintiff against all named and all DOE defendants)**

5 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

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

9 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
10 accurately reflected all information required by Labor Code Section 226, including but not
11 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
12 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.
13 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
14 Plaintiff in accordance with California Labor Code Section 226(a).

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

21 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
22 sustained damages, including loss of earnings, in an amount to be established at trial. As a
23 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
24 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
25 and attorney's fees pursuant to statute.

26 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
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1 trial.

2 **FIFTH CAUSE OF ACTION**

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

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

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

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

10 53. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
11 full amount of all owed wages when due as required by California Labor Code Section 204.

12 54. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
13 informed, believes, and thereon alleges, that all times relevant during the liability period,
14 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
15 including overtime hours and the minimum wage along with premiums for missed meal breaks
16 and rest breaks.

17 55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
18 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
19 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
20 from Defendants' records or indirectly based on information from Defendants' records.

21 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

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2 **SIXTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTION 558**

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

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

8 58. California Labor Code Section 558 states that any person acting on behalf of an
9 employer who violates, or causes to be violated, a section of this chapter or any provision
10 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
11 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
12 employee for each pay period for which the employee was underpaid in addition to an amount
13 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
14 hundred dollars (\$100) for each underpaid employee for each pay period for which the
15 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
16 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
17 filed.

18 59. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
19 Defendants are subject to civil penalties under the following laws:

- 20 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
21 wages, including minimum wages for all hours worked and overtime wages for
22 overtime hours worked. As such, Defendants violated Section 558 under which
23 penalties are due. Plaintiff therefore prays for penalties of \$50.00 for the first pay
24 period and \$100.00 for each subsequent violation for each pay period for which
25 Plaintiff was underpaid in addition to an amount sufficient to recover underpaid
26 wages.
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1 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
2 relief associated with Plaintiff's prosecution of this cause of action under California
3 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
4 paying Plaintiff for his overtime hours worked and minimum wages for all hours
5 worked.

6 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
7 fees for relief associated with Plaintiff's prosecution of this cause of action under
8 California Labor Code Sections 200, et seq.
9

10 60. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
11 the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

13 61. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
14 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

21 63. Labor Code section 1174(d) requires that employers, including Defendants, maintain
22 accurate records showing the hours worked daily by its employees and to whom wages were
23 paid.

24 64. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
25 employer, including Defendants, to keep accurate information with respect to each one of their
26 employees including, but not limited to, the total wages paid each payroll period, and time
27 records showing when the employee begins and ends each work period, meal periods, split
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1 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
2 the applicable rates of pay.

3 65. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
4 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
5 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
6 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
7 applicable rates of pay, and total wages earned for the payroll period.

8 66. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
9 continues to suffer substantial losses related to Defendants' failure to record and maintain
10 records of meal and rest periods as well as time records.

11 67. Plaintiff seeks all available remedies for Defendants' violations including, but not
12 limited penalties, and costs to the extent permitted by law and according to proof at trial.

13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO GIVE REST BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

18 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
20 provides that every employer shall authorize and permit all employees to take rest
21 periods, which insofar as practicable shall be in the middle of each work period.

22 The authorized rest period time shall be based on the total hours worked daily at the
23 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 24 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
25 provides that if an employer fails to provide an employee a rest period in
26 accordance with the applicable provisions of this order, the employer shall pay the
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1 employee one (1) hour of pay at employee's regular rate of compensation for each
2 workday that the rest period is not provided;

3 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which
4 penalizes the employer \$50.00 for each initial violation, per employee, of any
5 provision of the Wage Order, and \$100.00 for each additional violation thereafter
6 per employee; and

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8 d. California Labor Code section 226.7, which states that (a) no employer shall require
9 any employee to work during any rest period mandated by an applicable order of
10 the Industrial Welfare Commission, and (b) if an employer fails to provide an
11 employee a rest period in accordance with an applicable order of the Industrial
12 Welfare Commission, the employer shall pay the employee one (1) additional hour
13 of pay at employee's regular rate of compensation for each work day that the rest
14 period is not provided.

15 70. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
16 rest break after every four (4) hours of work or major fraction thereof, as required by California
17 law.
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19 71. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
20 regulations, and wage orders alleged in this cause of action along with any allowable interest,
21 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
22 the foregoing monies calculated from 3 years immediately preceding the filing of this lawsuit.
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24 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
25 fees as well as interest under Labor Code section 218.6.

26 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
28 trial.

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2 **NINTH CAUSE OF ACTION**

3 **FAILURE TO GIVE MEAL BREAKS**

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

7 75. Plaintiff brings this cause of action under the following laws, for the following
8 reasons:
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- 10 a. California Labor Code section 512(a), which requires that employees be given a 30-
11 minute uninterrupted meal break after five (5) hours of work, and a second
12 uninterrupted meal break after ten (10) hours of work;
- 13 b. California Labor Code section 226.7, which states that (a) no employer shall require
14 any employee to work during any meal period mandated by an applicable order of
15 the Industrial Welfare Commission, and (b) if any employer fails to provide an
16 employee a meal period in accordance with an applicable order of the Industrial
17 Welfare Commission, the employer shall pay the employee one (1) additional hour
18 of pay at the employee's regular rate of compensation for each workday that the
19 meal period is not provided;
- 20 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
21 under Title 8 of the California Code of Regulations Section 11050, which states that
22 if an employer fails to provide an employee a meal period in accordance with the
23 applicable provisions of the Wage Order, the employer shall pay the employee one
24 (1) hour of pay at the employee's regular rate of compensation for each workday
25 that the meal period is not provided;
26
27
28

- 1 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
2 codified under Title 8 of the California Code of Regulations Section 11050, which
3 requires an employer to maintain records documenting its employees' meal periods;
4 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
5 codified under California Code of Regulations Section 11050, which penalizes the
6 employer \$50.00 for each initial violation, per employee, of any provision of the
7 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
8 f. California Labor Code section 1171 and 1173, which have given the California
9 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5)
10 as enforceable law.
11

12 76. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
13 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
14 take a second relieved meal break after ten (10) hours of work, as required by California law.
15 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
16 5, as codified under California Code of Regulations Sections 11050 et. seq. requires that
17 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
18 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
19 duty. California Labor Code section 226.7 provides that employers may not require their
20 employees to work through their meal periods. California Labor Code section 226.7 and
21 California Code of Regulations section 11050 requires that if the employer fails to provide the
22 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
23 of pay for each workday that the meal period is not given.
24
25

26 77. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
27 regulations, and wage orders alleged in this cause of action along with any allowable interest,
28

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

3 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
4 fees as well as interest under Labor Code section 218.6.

5 79. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **TENTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Individual and Representative Claim for PAGA penalties under California Labor Code**
11 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 351, 353, 510, 512,**
558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

12 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

13 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

15 81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
16 Defendants of the specific violations of the California Labor Code that Defendants
17 and DOE defendants have violated and continue to violate.

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

20 83. Plaintiff therefore has exhausted all administrative remedies required of him under
21 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
22 cause of action and pursue penalties in a representative action for Defendants' violations of the
23 Labor Code.

24 84. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
25 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
26 departments, divisions, commissions, boards, agencies, or employees for violation of the code
27 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
28

1 on behalf of himself or herself and other current or former employees pursuant to the
2 procedures specified in California Labor Code section 2699.3.

3 85. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against him, and therefore is
5 properly suited to represent the interests of other current and former hourly, non-exempt
6 employees who worked for FRAAI during the relevant PAGA Period.

7 86. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
8 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
9 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

10 87. Plaintiff therefore has exhausted all administrative remedies required of him under
11 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
12 cause of action and pursue penalties in a representative action for Defendants’ violations of the
13 Labor Code.

14 88. California Labor Code section 2699 et seq. imposes penalties upon culpable
15 Defendants for violating the Labor Code.

16 89. California Labor Code section 558 establishes a civil penalty as follows: Any
17 employer or other person action on behalf of an employer who violates, or causes to be
18 violated, a section of this chapter or any provision regulating hours and days of work in any
19 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
20 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
21 dollars (\$50) for each underpaid employee for each pay period for which the employee was
22 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
23 employee for each pay period for which the employee was underpaid...

24 90. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
25 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
26 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
27 employees in this specific cause of action under the Private Attorneys General Act.
28

1 91. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
2 the following:

3 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
4 226.3, 226.7, 232, 246, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802,
5 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission
6 Wage Order Provisions (no. 5) violated based on the facts alleged in this Complaint.

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

11 **ELEVENTH CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

13 **(California Labor Code Sections 201, 202, 203)**

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

15 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

17
18 94. Pursuant to California Labor Code Section 201(a), an employer who discharges an
19 employee must immediately pay for all compensation due and owing.

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

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

1 97. After Plaintiff's employment with Defendants ended, Defendants willfully
2 refused and continue to refuse to pay him unpaid wages as required by Labor Code Section
3 203.

4 98. Under this cause of action, Plaintiff prays for penalties due under the statutes
5 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
6 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
7 immediately preceding the filing of this lawsuit.

8 99. Under this cause of action, Plaintiff also prays for attorney's fees and costs
9 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
10 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

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

14 **TWELFTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

16 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

17 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 100, inclusive, of this Complaint as thought fully set forth herein.

19 102. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties."

22 103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
23 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
24 of completing his job duties, which were not reimbursed by Defendant. These expenses
25 include, but are not limited to, use of personal cell phones for work purposes as Plaintiff and
26 others had to download the "HomeBase" application on their personal cell phones.

27 104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
28

1 and attorney's fees and costs, under Labor Code section 2802.

2
3 **THIRTEENTH CAUSE OF ACTION**

4 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

5 **(California Labor Code section 98.6)**

6 **(Plaintiff against FRAAI MANAGEMENT GROUP INC. and DOE Defendants, and each**
7 **of them)**

8 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

10 106. California Labor Code section 98.6 provides, in pertinent part, as follows:

11 "A person shall not discharge an employee or in any manner discriminate, retaliate, or
12 take any adverse action against any employee or applicant for employment because the
13 employee or applicant engaged in any conduct delineated in this chapter...or because
the employee or applicant...made a written or oral complaint that he or she is owed
unpaid wages...

14 107. In doing the things herein alleged, Defendant FRAAI MANAGEMENT GROUP INC.
15 violated Labor Code section 98.6 in that they retaliated against Plaintiff for complaining about
16 his wages and about the labor code violations that were being committed by Defendants.

17 108. As a direct and proximate result of the aforementioned acts and omissions of
18 Defendants, Plaintiff suffered general and compensatory damages, including but not
19 limited to, loss of income (past and future), loss of employment benefits (past and future),
20 general and compensatory damages (past and future), mental pain and anguish and emotional
21 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
22 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
23 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
24 violation of this section.

25 109. The foregoing conduct engaged in by Defendant FRAAI MANAGEMENT GROUP
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27
28

1 INC. and each of its directors, officers and/or managing agents, constitutes malice, fraud, and
2 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
3 of their workers' right to work in an environment free of retaliation, so as to justify the
4 imposition of punitive damages to punish and set an example of said Defendants.

5 **FOURTEENTH CAUSE OF ACTION**

6 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

7 **Plaintiff against FRAAI MANAGEMENT GROUP INC. and DOE Defendants, and each**
8 **of them)**

9 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

11 111. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
12 and binding on Defendant FRAAI MANAGEMENT GROUP INC. This section requires
13 Defendant FRAAI MANAGEMENT GROUP INC. to refrain from retaliating against an
14 employee for refusing to participate in an activity that he/she reasonably believes would result
15 in a violation of state or federal statute, or a violation or noncompliance with a state or federal
16 rule or regulation. California Labor Code section 1102.5 also requires Defendants to refrain
17 from retaliating against an employee for disclosing information to a person with authority over
18 the employee if the employee has reasonable cause to believe that the information discloses a
19 violation of state or federal statute, or a violation of or noncompliance with a local, state, or
20 federal rule or regulation, regardless of whether disclosing the information is part of the
21 employee's job duties.
22
23

24 112. As discussed fully above, Plaintiff complained to Defendants about the company's
25 illegal conduct and the labor code violations being committed against Plaintiff.

26 113. Defendant FRAAI MANAGEMENT GROUP INC. retaliated against Plaintiff for his
27 whistleblowing, as alleged above, all in violation of Labor Code § 1102.5.
28

1 114. As a direct and proximate result of the aforementioned acts and omissions of
2 Defendant FRAAI MANAGEMENT GROUP INC., Plaintiff suffered general and
3 compensatory damages, including but not limited to, loss of income (past and future), loss of
4 employment benefits (past and future), general and compensatory damages (past and future),
5 mental pain and anguish and emotional distress (past and future), and will continue to suffer in
6 the future, in an amount to be proved at trial.

7 115. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
8 and the imposition of civil penalties of \$10,000 for each violation as well as attorneys fees.
9

10 **FIFTEENTH CAUSE OF ACTION**

11 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

12 **(Against Defendant FRAAI MANAGEMENT GROUP INC. and all DOE**
13 **Defendants)**

14 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.
16

17 117. At all times during his employment with Defendant FRAAI, Plaintiff performed his
18 duties with the utmost diligence and competence.

19 118. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
20 actions to treat him differently and ultimately terminate his employment was motivated
21 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace, including
22 wage and hour violations being committed against Plaintiff. Defendant intentionally
23 created the aforementioned retaliation, thereby not giving Plaintiff an opportunity to work in an
24 environment free of retaliation.

25 119. The employment of Plaintiff was wrongfully terminated on or around June 2021
26 in violation of the fundamental public policy of the State of California with respect to
27 retaliating against an employee on account of his whistleblowing. Moreover, Plaintiff was
28 forced to hire an attorney to assist him to end these illegal activities. Said conduct violated

1 statutory and constitutional expressions of public policy including, the California Labor Code,
2 including Labor Code Section 1102.5, and the California Constitution, Article 1 section 8.

3 120. As set forth above, said actions by Defendants were wrongful and in violation of the
4 fundamental principles of the public policy of the State of California as reflected in its laws,
5 objectives and policies. Said statutes and constitutional expressions of public policy include,
6 but are not limited to, California Labor Code and the California Constitution, Article 1 section
7 8. These laws inure to the benefit of the public at large, and not just the private interests of the
8 employers and employees whom they govern or protect.

9 121. As a direct and proximate result of the aforementioned acts and omissions of
10 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
11 loss of income (past and future), loss of employment benefits (past and future), general and
12 compensatory damages (past and future), mental pain and anguish and emotional distress (past
13 and future), and will continue to suffer in the future, in an amount to be proved at trial.

14 122. The foregoing conduct engaged in by Defendants and each of their directors, officers
15 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
16 and carried on with a conscious and willful disregard of their workers' right to work in an
17 environment free of retaliation due to whistleblowing, so as to justify the imposition of
18 punitive damages to punish and set an example of said Defendants.
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21 **SIXTEENTH CAUSE OF ACTION**

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

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

24 **(Plaintiff against FRAAI MANAGEMENT GROUP INC. and all DOE defendants)**

25 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.

27 124. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
28

1 constitutes unfair and unlawful business practices under California Business and Professions
2 Code Section 17200, et seq.

3 125. Defendant's violations of California labor laws and the Labor Code constitutes a
4 business practice because it was done repeatedly over a significant period of time in a
5 systematic manner that was detrimental to Plaintiff and other employees.

6 126. For the four years preceding the filing of this action, Plaintiff has suffered damages
7 and request damages and/or restitution of all monies and profits to be disgorged from
8 Defendant FRAAI MANAGEMENT GROUP INC. in an amount according to proof at time of
9 trial, but in excess of the jurisdiction of this Court.

10 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
11 follows:

- 12 1. For compensatory damages including lost past and future wages, regular wages,
13 overtime, and all other sums of money, including employment benefits, together
14 with interest on said amounts, and any other economic injury to Plaintiff, according to
15 proof;
- 16 2. For general damages according to proof;
- 17 3. For special and consequential damages to the extent allowed by law;
- 18 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
19 at trial;
- 20 5. For an award of punitive damages against Defendant FRAAI MANAGEMENT
21 GROUP INC., according to proof;
- 22 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
23 subject to proof at trial;
- 24 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
25 proof at trial;
- 26 8. For restitution and disgorgement for all unfair business practices by Defendant FRAAI
27
28

- MANAGEMENT GROUP INC. against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining Defendant FRAAI MANAGEMENT GROUP INC. from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
 12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
 14. For the imposition of civil penalties and/or statutory penalties;
 15. For all interest as allowed by law;
 16. For all costs and disbursements incurred in this suit;
 17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, Labor Code section 1102.5, the Labor Code Generally, and/or other applicable laws; and

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1 18. For such other and further relief as this Court may deem proper.

2
3 **DATED:** August 31, 2021

MESSRELIAN LAW INC.

4
5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiff Eduardo Zelaya

8
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

11
12 **DATED:** August 31, 2021

MESSRELIAN LAW INC.

13
14 By 
15 Harout Messrelian, Esq.
16 Attorneys for Plaintiff Eduardo Zelaya