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County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AURELIO AGUILAR, individually, and on
behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

SUPREME CAR WASH, INC., a California
corporation; and DOES 1 through 25, inclusive.

Defendants.

Case No.

21STCV29696

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

1. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510 and 1198);
2. Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197, and 1197.1);
3. Failure to Pay Reporting Time Pay (8 Cal. Code Regs. tit. 9, § 11090, subd. 5; Cal. Lab. Code §§ 218, 1194, 1194.2, 1197);
4. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a));
5. Failure to Provide Rest Periods (Cal. Lab. Code § 226.7);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226(a));
7. Failure to Timely Pay Wages Upon Termination (Cal. Lab. Code §§ 201, 202, and 203);
8. Unfair Competition (Cal. Bus. & Prof. Code §§ 17200, et seq.); and
9. Violation of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 et seq.)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff AURELIO AGUILAR (“Plaintiff”), individually and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for Plaintiff, including claims for compensatory damages, penalties, interest, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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, regularly conduct business in California, and/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 Los Angeles.

THE PARTIES

5. Plaintiff is an individual who resides in Los Angeles County, California.

6. At all times herein mentioned, Defendant SUPREME CAR WASH, INC., was and is, upon information and belief, a California corporation and an employer whose employees are engaged in the State of California, including the County of Los Angeles.

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

7 9. At all relevant times, Defendants were the employer of Plaintiff within the meaning of
8 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 herein.

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

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

18 **CLASS ACTION ALLEGATIONS**

19 12. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly
20 situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382.
21 The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
22 requirements under California Code of Civil Procedure section 382.

23 13. The proposed class is defined as follows:

24 All current and former non-exempt and/or hourly-paid employees who worked for
25 Defendants in the State of California at any time during the period from four years prior
26 to the filing of this complaint until final judgment.

27 14. Plaintiff reserves the right to establish additional subclasses as appropriate.
28

1 15. There is a well-defined community of interest in the litigation and the Class is easily
2 ascertainable.

3 16. The Class is so numerous that the individual joinder of all its members is impracticable.
4 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
5 numbers of class members and their identities can be ascertained through appropriate discovery from
6 records maintained by Defendants and their agents.

7 17. Common questions of fact and law exist as to all class members, which predominate
8 over any questions affecting only individual members of the Class. The common legal and factual
9 questions which do not vary from class member to class member and which may be determined
10 without reference to the individual circumstances of any class member include, but are not limited to,
11 the following:

- 12 i. Whether Defendants had a policy and practice of failing to pay overtime wages to
13 Plaintiff and the other class members for all overtime hours worked;
- 14 ii. Whether Defendants had a policy and practice of failing to pay minimum wages to
15 Plaintiff and the other class members for all hours worked;
- 16 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
17 Plaintiff and the other class members;
- 18 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
19 Plaintiff and the other class members;
- 20 v. Whether Defendants failed to pay Plaintiff and the other class members for all hours
21 worked, and for all missed, short, late, and/or interrupted meal periods and rest
22 breaks;
- 23 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
24 accordance with the California Labor Code, was willful;
- 25 vii. Whether Defendants failed to provide accurate itemized wage statements to Plaintiff
26 and the other class members;
- 27 viii. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
28 members during their employment;

- ix. Whether Defendants failed to timely pay all wages due upon termination to Plaintiff and the other class members;
- x. Whether Defendants failed to maintain complete and accurate payroll records;
- xi. Whether Defendants' conduct was willful or reckless;
- xii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiv. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

18. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members he seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

19. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

20. Certification of this lawsuit as a class action will advance public policy objectives. Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions

1 provide the class members who are not named in the complaint anonymity that allows for the
2 vindication of their rights.

3 **PAGA ALLEGATIONS**

4 14. At all times set forth herein, the California Labor Code Private Attorneys General Act
5 of 2004 (“PAGA”) was applicable to Plaintiff’s employment by Defendants.

6 15. At all times set forth herein, PAGA provides that any provision of law under the
7 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
8 to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”)
9 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
10 brought by an aggrieved employee on behalf of himself and other current or former employees
11 pursuant to procedures outlined in California Labor Code section 2699.3.

12 16. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
13 any person that was employed by the alleged violator and against whom one or more of the alleged
14 violations was committed.

15 17. Plaintiff was employed by Defendants and the alleged violations were committed
16 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
17 the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c)
18 in that they are current or former employees of Defendants and one of more of the alleged violations
19 were committed against them.

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

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

27 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
28 and the aggrieved employee by certified mail that it does not intend to investigate

the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

19. On June 7, 2021, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Labor Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff's notice.

20. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226(b), 226(c) 226.7, 432, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 1198.5 have been satisfied.

GENERAL ALLEGATIONS

21. From approximately June 2007 to approximately November 2020, Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt Car Washer in the County of Los Angeles.

22. Defendants hired Plaintiff and the other class members but failed to properly pay them all overtime wages and minimum wages due, failed to provide them with all meal periods and rest periods, failed to issue accurate itemized wage statements, failed to timely pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to maintain accurate payroll records, and failed to provide and adhere to other related protections afforded by the California Labor Code and applicable Industrial Welfare Commission Wage Order.

23. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members'

1 employment, and to supervise their daily employment activities.

2 24. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
3 and the other class members' employment for them to be joint employers of Plaintiff and the other
4 class members.

5 25. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
6 members.

7 26. Defendants continue to employ hourly paid and/or non-exempt employees within the
8 State of California.

9 27. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
10 forty (40) hours in a week during their employment with Defendants.

11 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that Plaintiff and the other class members were entitled to receive certain wages
13 for overtime compensation and that Plaintiff and the other class members were not receiving certain
14 wages for overtime compensation.

15 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
16 should have known that Plaintiff and the other class members were entitled to receive at least minimum
17 wages for hours worked and that Plaintiff and the other class members were not receiving minimum
18 wages for all hours worked.

19 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that Plaintiff and the other class members were entitled to receive all meal periods
21 or payment of one (1) additional hour of pay at their regular rate of compensation on occasions when
22 they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a
23 work period of more than five hours per day; that Plaintiff and the other class members did not receive
24 all of the meal periods to which they were entitled; and that Plaintiff and the other class members did
25 not receive payment of one (1) additional hour of pay at their regular rate of compensation on each
26 occasion when a meal period was missed, shortened, taken late, and/or interrupted.

27 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
28 should have known that Plaintiff and the other class members were entitled to receive all meal periods

1 or payment of one (1) additional hour of pay at their regular rate of compensation on occasions when
2 they were not provided with an uninterrupted second meal period of no less than thirty (30) minutes
3 for a work period of more than ten (10) hours per day; that Plaintiff and the other class members did
4 not receive all of the second meal periods to which they were entitled; and that Plaintiff and the other
5 class members did not receive payment of one (1) additional hour of pay at their regular rate of
6 compensation on each occasion when a second meal period was missed, shortened, taken late, and/or
7 interrupted.

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

16 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
17 or should have known that Plaintiff and the other class members were entitled to receive complete
18 and accurate itemized wage statements in accordance with California law, but, in fact, they did not
19 receive complete and accurate itemized wage statements from Defendants.

20 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
21 or should have known that Plaintiff and the other class members were entitled to receive all wages
22 owed to them during their employment. Plaintiff and the other class members did not receive
23 payment of all wages, including overtime wages and meal and rest period premiums, within any
24 time permissible under California Labor Code section 204.

25 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that Plaintiff and the other class members were entitled to receive all wages
27 owed to them upon discharge or resignation, including overtime wages and meal and rest period
28 premiums, and they did not, in fact, receive all such wages owed to them at the time of their

1 discharge or resignation.

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

6 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
7 or should have known that Defendants were required to produce employee records for inspection
8 upon request pursuant to California Labor Code sections 226, 432, and 1198.5, but failed to do so.
9 Plaintiff requested his records pursuant to these Labor Code provisions on April 16, 2021 and again
10 on May 18, 2021, but Defendants failed to ever produce the requested records to Plaintiff.

11 38. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
12 shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him
13 [or her] under this article.”

14 **FIRST CAUSE OF ACTION**

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

16 **(Against SUPREME CAR WASH, INC. and DOES 1-25)**

17 39. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

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

23 41. Specifically, the applicable IWC Wage Order provides that Defendants were required
24 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
25 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

26 42. The applicable IWC Wage Order further provides that Defendants were required to pay
27 Plaintiff and the other class members at the rate of two times the regular rate of pay for all hours
28 worked in excess of twelve (12) hours in a day.

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

44. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, performing work duties off-the-clock, including, but not limited to, reporting to work and being made to wait several hours until Defendants determined whether there was enough work for them. Plaintiff and the other class members were not paid for the time they spent waiting. In addition, during the relevant time period, Defendant failed to pay Plaintiff and the other class members at an overtime rate of compensation for all overtime hours worked, and paid them at their base hourly rate of pay instead.

45. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

46. Defendants' failure to pay Plaintiff overtime wages violates California Labor Code sections 510 and 1198, and is therefore unlawful.

47. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against SUPREME CAR WASH, INC. and DOES 1-25)

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

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

50. During the relevant time period, Defendants failed to pay the minimum wage to

1 Plaintiff and the other class members as required pursuant to California Labor Code sections 1194,
2 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure
3 to pay Plaintiff and the other class members any wages for time spent working "off-the-clock"
4 including, but not limited to, reporting to work and being made to wait several hours until
5 Defendants determined whether there was enough work for them that day.

6 51. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
7 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections
8 Plaintiff and the other class members are entitled to recover the unpaid balance of his minimum wage
9 compensation as well as interest, costs, and attorneys' fees.

10 52. Pursuant to Labor code section 1194.2, Plaintiff and the other class members are
11 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
12 thereon.

13 **THIRD CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 218, 1194, 1194.2, 1197 and**

15 **8 Cal. Code Regs. tit. 9, § 11090, subd. 5**

16 **(Against SUPREME CAR WASH, INC. and DOES 1-25)**

17 53. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

19 54. At all relevant times set forth herein, the applicable IWC Wage Order provided that for
20 each workday an employee is required to report for work and does report, but is not put to work or is
21 furnished less than half said employee's usual or scheduled day's work, the employee shall be paid
22 for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than
23 four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

24 55. At all relevant times set forth herein, the applicable IWC Wage Order provided that if
25 an employee is required to report for work a second time in any one workday and is furnished less
26 than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at
27 the employee's regular rate of pay, which shall not be less than the minimum wage.

28 56. During the relevant time period, Plaintiff and the other class members, who were

1 required to report to work and did report to work, were not put to work or were furnished less than
2 half of their usual or scheduled day's work.

3 57. During the relevant time period, Defendants failed to pay Plaintiff and the other class
4 members the reporting time pay due pursuant to the applicable IWC Wage Order.

5 58. California Labor Code section 218 provides a private right of action to employees to
6 sue directly for any wages or penalty due him under that article. Pursuant to the applicable IWC Wage
7 Order, Plaintiff and the other class members are entitled to recover the reporting time pay prescribed
8 by the Wage Order in an amount of no less than two (2) hours nor more than four (4) hours, at the
9 employee's regular rate of pay.

10 59. California Labor Code section 1197 provides that the minimum wage for employees
11 fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to
12 employees, and the payment of a lower wage than the minimum so fixed is unlawful. Pursuant to
13 California Labor Code section 1194 Plaintiff and the other class members are entitled to recover the
14 unpaid balance of the full amount of minimum wage or overtime compensation due to them, including
15 interest thereon, reasonable attorney's fees, and costs of suit.

16 60. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
17 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
18 and interest thereon.

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against SUPREME CAR WASH, INC. and DOES 1-25)**

22 61. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in all preceding paragraphs.

24 62. At all relevant times set forth herein, the applicable IWC Wage Order and California
25 Labor Code section 226.7 and 512(a) were applicable to Plaintiff's and the other class members'
26 employment by Defendants.

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

1 the California IWC.

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

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

14 66. During the relevant time period, Plaintiff and the other class members, who were
15 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
16 legally-mandated meal periods by mutual consent, were required to work for periods longer than
17 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

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

21 68. During the relevant time period, Plaintiff and the other class members, who were
22 scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours,
23 and who did not waive their legally-mandated meal periods by mutual consent, were required to work
24 in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty
25 (30) minutes.

26 69. During the relevant time period, Plaintiff and the other class members, who were
27 scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods
28 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)

minutes.

70. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods.

71. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

72. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

73. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a meal period was not provided and a meal period premium was not paid.

FIFTH CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against SUPREME CAR WASH, INC. and DOES 1-25)

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

75. At all relevant times set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by Defendants.

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

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

78. During the relevant time period, Defendants required Plaintiff and the other class

members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

79. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods.

80. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

81. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

82. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a rest period was not provided and a rest period premium was not paid.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against SUPREME CAR WASH, INC. and DOES 1-25)

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

84. At all relevant times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the

1 deductions shall be kept on file by the employer for at least three years at the place of employment or
2 at a central location within the State of California.

3 85. At all relevant times set forth herein, Defendants have intentionally and willfully failed
4 to provide Plaintiff and the other class members with accurate itemized wage statements. The
5 deficiencies include, but are not limited to, Defendants failure to list all of the total hours worked
6 (including time spent working off-the-clock) at the correct hourly rates of pay, the correct amount of
7 wages earned, the correct amount of meal period premium wages earned, and the correct amount of
8 rest period premium wages earned.

9 86. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
10 and the other class members have suffered injury and damage to their statutorily-protected rights.

11 87. More specifically, Plaintiff and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code section 226(a) because they
13 were denied both their legal right to receive, and their protected interest in receiving, accurate and
14 itemized wage statements pursuant to California Labor Code section 226(a).

15 88. Plaintiff and the other class members are entitled to recover from Defendants the
16 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
17 section 226(a), or an aggregate penalty not exceeding four thousand dollars.

18 **SEVENTH CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 201, 202, and 203**

20 **(Against SUPREME CAR WASH, INC. and DOES 1-25)**

21 89. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

23 90. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
24 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
25 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
26 at the time of discharge are due and payable immediately. California Labor Code section 202
27 mandates that if an employee quits, his or her wages shall become due and payable not later than
28 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of

1 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

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

8 92. At the time that Plaintiff and the other class members' employment with Defendants
9 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
10 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
11 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
12 wages.

13 93. As a result, Plaintiff and the other class members are entitled to all available statutory
14 penalties, including the waiting time penalties provided in California Labor Code section 203, together
15 with interest thereon, as well as other available remedies.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 17200, Et Seq.**

18 **(Against SUPREME CAR WASH, INC. and DOES 1-25)**

19 94. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in all preceding paragraphs.

21 95. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
22 and harmful to Plaintiff, to the other class members, to the general public, and to Defendants'
23 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
24 within the meaning of Code of Civil Procedure section 1021.5.

25 96. Defendants' activities as alleged herein are violations of California law, and constitute
26 unlawful business acts and practices in violation of California Business & Professions Code section
27 17200, et seq.

28 97. A violation of California Business & Professions Code section 17200, et seq. may be

1 predicated on the violation of any state or federal law. In the instant case, Defendants' policies and
2 practices of requiring employees, including Plaintiff and the other class members, to work without
3 paying them proper compensation violates California Labor Code sections 510, 1194, 1197, 1197.1
4 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff
5 and the other class members, to work through their meal and rest periods without paying them proper
6 compensation violate California Labor Code sections 226.7 and 512(a). Defendants also violated
7 California Labor Code sections 201, 202, 203, 204, 226, 432, 1174(d), and 1198.5.

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

10 99. Plaintiff and the other class members have been personally injured by Defendants'
11 unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss
12 of money and/or property.

13 100. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff
14 and the other class members are entitled to restitution of the wages withheld and retained by
15 Defendants during a period that commences four years from the filing of this complaint; an award of
16 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable
17 laws; and an award of costs.

18 **NINTH CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 2698 et seq.**

20 **(Against SUPREME CAR WASH, INC. and DOES 1-25)**

21 101. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

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

28 103. Whenever the LWDA, or any of its departments, divisions, commissions, boards,

1 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
2 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

3 104. Plaintiff and the other hourly-paid, non-exempt employees, including those
4 misclassified as independent contractors, are “aggrieved employees” as defined by California Labor
5 Code section 2699(c) in that they are all current or former employees of Defendants, and one or more
6 of the alleged violations were committed against them.

7 105. Defendants’ conduct, as alleged herein, violates numerous sections of the California
8 Labor Code, including, but not limited to, the following:

- 9 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
10 overtime wages;
- 11 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
12 pay minimum wages;
- 13 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
14 legally required meal periods;
- 15 (d) Violation of California Labor Code section 226.7 for failure to provide legally
16 required rest periods;
- 17 (e) Violation of California Labor Code section 204 for failure to timely pay all wages
18 due during employment;
- 19 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
20 wages at time of discharge from employment;
- 21 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
22 wage statements to Plaintiff and other aggrieved employees;
- 23 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
24 and accurate payroll records relating to Plaintiff and other aggrieved employees;
25 and
- 26 (i) Violation of California Labor Code sections 226, 432, and 1198.5 for failing to
27 produce employee records for inspection.

28 106. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,

1 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
2 civil penalties for Plaintiff, all other aggrieved employees, and the State of California against
3 Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein.
4 Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees
5 shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor
6 laws and education of employers and employees about their rights and responsibilities and twenty-five
7 (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections
8 210, 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

9 **PRAYER FOR RELIEF**

10 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

11 **Class Certification**

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

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

- 18 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
19 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
20 wages due to Plaintiff and the other class members;

- 21 6. For general unpaid wages at overtime wage rates and such general and special damages
22 as may be appropriate;

- 23 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
24 date such amounts were due;

- 25 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
26 Labor Code section 1194; and

- 27 9. For such other and further relief as the Court may deem just and proper.

28 **As to the Second Cause of Action**

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

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

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

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

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 and applicable IWC Wage Orders by willfully failing to pay Plaintiff and the other class members reporting time wages due to them;

18. For general unpaid wages and such general and special damages as may be appropriate;

19. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

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

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

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

As to the Fourth Cause of Action

24. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal

1 periods (including second meal periods) to Plaintiff and the other class members;

2 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
3 of pay at Plaintiff's and the other class member's regular rate of compensation for each workday that
4 a meal period was not provided;

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

6 27. For premium wages pursuant to California Labor Code section 226.7(c);

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

8 29. For reasonable attorneys' fees and costs of suit incurred herein; and

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

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

11 31. That the Court declare, adjudge, and decree that Defendants violated California Labor
12 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
13 Plaintiff and the other class members;

14 32. That the Court make an award to Plaintiff and the other class members of one (1) hour
15 of pay at Plaintiff's and the other class members' regular rate of compensation for each workday that
16 a rest period was not provided;

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

18 34. For premium wages pursuant to California Labor Code section 226.7(c);

19 35. For pre-judgment interest on any unpaid wages from the date such amounts were due;
20 and

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

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

23 37. That the Court declare, adjudge and decree that Defendants violated the record keeping
24 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
25 and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

26 38. For actual, consequential and incidental losses and damages, according to proof;

27 39. For statutory penalties pursuant to California Labor Code section 226(e);

28 40. For injunctive relief to ensure compliance with this section, pursuant to California

1 Labor Code section 226(h); and

2 41. For such other and further relief as the court may deem just and proper.

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

4 42. That the Court declare, adjudge and decree that Defendants violated California Labor
5 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
6 termination of the employment of Plaintiff and the other class members no longer employed by
7 Defendants;

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

9 44. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
10 and the other class members who have left Defendants' employ;

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

13 46. For such other and further relief as the court may deem just and proper.

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

15 47. That the Court declare, adjudge, and decree that Defendants violated California
16 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other
17 class members all overtime compensation due to them, failing to provide them all minimum wages
18 due to them, failing to provide all meal and rest periods to them, failing to provide them accurate,
19 itemized wage statements, failing to timely pay them all wages due during their employment, failing
20 to timely pay them all wages due upon termination, and failing to produce employee records for
21 inspection;

22 48. For restitution of unpaid wages to Plaintiff and the other class members and all pre-
23 judgment interest from the day such amounts were due and payable;

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

27 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
28 Code of Civil Procedure section 1021.5;

1 51. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business and Professions Code sections 17200, et seq.; and

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

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

5 53. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f),
6 and (g), plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203,
7 204, 226, 226.7, 432, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5; and

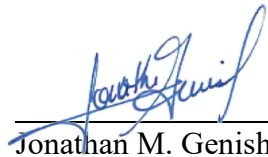
8 54. For such other and further relief as the Court may deem proper.

9 Respectfully Submitted,

10 Dated: August 11, 2021

BLACKSTONE LAW, APC

11
12 By:



Jonathan M. Genish

Attorneys for Plaintiff AURELIO AGUILAR

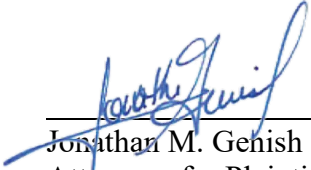
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff AURELIO AGUILAR hereby demands a jury trial with respect to all issues triable of
3 right by jury.

4 Dated: August 11, 2021

BLACKSTONE LAW, APC

5
6 By: _____


Jonathan M. Genish

Attorneys for Plaintiff AURELIO AGUILAR