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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/17/2021 at 03:04:51 PM
Clerk of the Superior Court
By Aida Cruz, Deputy Clerk

Attorneys for Plaintiff Israel Cruz Chan,
individually, and on behalf of all other
similarly situated current and former
employees of Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ISRAEL CRUZ CHAN, individually, and on
behalf of all other similarly situated current
and former employees of Defendants;

PLAINTIFF,

vs.

WORLDWIDE AUTO PARTS, INC; a
corporation; ADVANCE STORES, INC., a
corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: 37-2021-00035159-CU-OE-CTL

CLASS ACTION

CLASS ACTION COMPLAINT FOR:

1. Failure to provide meal periods;
2. Failure to provide rest breaks;
3. Failure to pay minimum and straight time wages;
4. Failure to pay overtime compensation;
5. Failure to reimburse all necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties
6. Failure to timely pay wages due upon termination of employment;
7. Failure to provide accurate statements and maintain required records;
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]
9. Representative Action for Civil Penalties pursuant to the Private Attorneys General Act [Cal. Lab. Code §§ 2698-2699.5]

DEMAND FOR JURY TRIAL

1 PLAINTIFF ISRAEL CRUZ CHAN ("PLAINTIFF"), on behalf of himself and all other
2 similarly situated current and former employees of co-employers Defendant WORLDWIDE
3 AUTO PARTS, INC ("WORLDWIDE AUTO"); a corporation, and ADVANCE STORES, INC.
4 ("ADVANCE STORES" referred to collectively as "DEFENDANTS") complains and alleges as
5 follows:

6 INTRODUCTION & GENERAL ALLEGATIONS

7 1. PLAINTIFF brings this action against DEFENDANTS and DOES 1 through 10
8 for violations of the California Labor Code stemming from DEFENDANTS' failure to provide
9 meal periods, failure to provide all required 10-minute uninterrupted rest periods, failure to pay
10 for all hours worked, including minimum wage, straight time and overtime pay, failure to
11 reimburse all necessary business expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties, failure to timely pay all wages due to terminated
13 employees, and failure to furnish accurate itemized wage statements and maintain required
14 records in accordance with California Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
15 1174.5, 1194, 1194.1, 1197 and Industrial Welfare Commission ("IWC") Order 2001.

16 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
17 class action on behalf of himself and certain current and former employees of DEFENDANTS
18 (hereinafter collectively referred to as "PLAINTIFFS" or "the Class," and defined more fully
19 below).

20 3. Plaintiffs brings the Ninth Cause of Action as a representative action under the
21 California Private Attorney General Act ("PAGA") to recover civil penalties that are owed to the
22 State of California and past and present employees of DEFENDANTS. PLAINTIFF seeks civil
23 penalties under the PAGA for himself and aggrieved employees who worked for DEFENDANT
24 for a period of time within the one (1) year preceding the original filing of this action to the
25 present.

26 4. PLAINTIFF and the Class are current and former non-exempt employees of
27 DEFENDANTS that worked for DEFENDANTS in the State of California, for a period of time
28 within the four (4) years preceding the original filing of this action.

1 5. PLAINTIFF is a resident of California. At all relevant times herein, PLAINTIFF
2 was employed by DEFENDANTS in the State of California, as a non-exempt, hourly employee.

3 6. Throughout the time period involved in this case, DEFENDANTS wrongfully
4 failed to provide PLAINTIFF and the Class with timely, adequate and duty-free meal periods.
5 DEFENDANTS regularly required PLAINTIFF and the Class to work in excess of five
6 consecutive hours a day without providing a 30-minute, continuous and uninterrupted, meal
7 period for every five hours of work, or without compensating PLAINTIFF and the Class for meal
8 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
9 DEFENDANTS did not inform PLAINTIFF and the Class of their right to take a meal period by
10 the end of the fifth hour of work. DEFENDANTS did not inform PLAINTIFF and the Class of
11 their right to take a second meal break for shifts longer than 10 hours. DEFENDANTS did not
12 inform PLAINTIFF and the Class of their right, for shifts of more than 10 hours, to take a second
13 meal break by the end of the 10th hour. Moreover, DEFENDANTS did not have legally
14 compliant policies or practices to provide adequate and duty-free meal periods for PLAINTIFF
15 and the Class, nor did DEFENDANTS have legally compliant policies or practices regarding the
16 timing of meal periods. DEFENDANTS also did not have any policies or practices to record
17 whether the PLAINTIFF and the Class were taking their required meal periods as required by
18 IWC Wage Order (7). Indeed, DEFENDANTS instituted a policy of auto-deducting a 30-minute
19 lunch break without providing or recording that a lunch had actually been taken.

20 7. Throughout the relevant time periods involved in this case, DEFENDANTS
21 wrongfully failed to authorize and permit PLAINTIFF, the aggrieved employees and the Class to
22 take timely and duty-free 10 minute rest periods. DEFENDANTS regularly required PLAINTIFF
23 and the Class to work in excess of four consecutive hours a day without DEFENDANTS
24 authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period
25 for every four hours of work (or major fraction of four hours), or without compensating
26 PLAINTIFF and the Class for rest periods that were not authorized or permitted.
27 DEFENDANTS did not properly inform PLAINTIFF, the aggrieved employees and the Class of
28 their right to take a 10 minute rest period every four hours of work (or major fraction of four

1 hours). Moreover, DEFENDANTS did not have legally compliant policies or practices permitting
2 or authorizing timely rest periods for PLAINTIFF, the aggrieved employees and the Class.
3 DEFENDANTS also did not have any policies or practices to verify whether PLAINTIFF and the
4 Class were receiving their required rest periods.

5 8. Throughout the time period involved in this case, DEFENDANTS maintained a
6 policy and practice of requiring PLAINTIFF, the aggrieved employees and the Class to perform
7 work "off-the-clock" that was not compensated. This "off-the-clock" work regularly occurred,
8 among other things, as a result of PLAINTIFF, the aggrieved employees and the Class members
9 being required to stand in line to receive equipment before clocking in, and DEFENDANTS'
10 unlawful rounding policies and practices. DEFENDANTS did not pay PLAINTIFF, the
11 aggrieved employees and the Class for this work time, and some of this time should have been
12 paid at the overtime and double time rate. DEFENDANTS did not pay PLAINTIFF, the
13 aggrieved employees and the Class Members overtime for work over eight hours in a work day or
14 40 hours in a work week.

15 9. DEFENDANTS willfully failed and refused to timely pay PLAINTIFF and the
16 Class at the conclusion of their employment for the conduct mentioned above with respect to
17 necessary business expenditures, meal periods, rest periods, overtime and "off-the-clock" work.
18 As a result, DEFENDANTS violated California Labor Code §§ 201-203.

19 10. DEFENDANTS, as a matter of practice and policy, did not furnish PLAINTIFF
20 and the Class with accurate itemized wage statement that accurately show total hours worked by
21 PLAINTIFF and the Class, gross wages earned, net wages earned, and other information required
22 by Labor Code § 226(a), as well as failing to record meal periods as required by IWC Wage
23 Order 2001. DEFENDANTS failed to provide PLAINTIFF and the Class with wage statements
24 at no cost to PLAINTIFF and the Class. DEFENDANTS knowingly and intentionally failed to
25 do so because, among other things, the wages statements did not accurately state the total hours
26 worked, the overtime rates, the gross wages earned, and the net wages earned. As a result of
27 these violations of Section 226(a), the PLAINTIFF and the Class suffered injury because, among
28 other things: (a) the violations led them to believe that they were not entitled to be paid daily

1 minimum wages, overtime wages, meal period premium wages, and rest period premium wages,
2 even though they were entitled; (b) the violations led them to believe that they had been paid the
3 minimum, overtime, meal period premium, and rest period premium wages to which they were
4 entitled, even though they had not been; (c) the violations led them to believe they were not
5 entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at
6 the correct California rate even though they were; (d) the violations led them to believe they had
7 been paid minimum, overtime, meal period premium, and rest period premium wages at the
8 correct California rate even though they had not been; (e) the violations hindered them from
9 determining the amounts of minimum, overtime, meal period premium, and rest period premium
10 wages owed to them; (f) in connection with their employment before and during this action, and
11 in connection with prosecuting this action, the violations caused them to have to perform
12 mathematical computations to determine the amounts of wages owed to them, computations they
13 would not have to make if the wage statements contained the required accurate information; (g)
14 by understating the wages truly due them, the violations caused them to lose entitlement and/or
15 accrual of the full amount of Social Security, disability, unemployment, and other governmental
16 benefits; (h) the wage statements inaccurately understated the wages, hours, and wages rates to
17 which PLAINTIFF and the Class were entitled, and PLAINTIFF and the Class were paid less than
18 the wages and wage rates to which they were entitled. Thus, PLAINTIFF and the Class are owed
19 the amounts provided for in Labor Code § 226(e).

20 11. Throughout the time period involved in this case, DEFENDANTS maintained a
21 policy and practice of requiring PLAINTIFF and the Class to use their cell phones and their
22 personal vehicles for work related purposes, without reimbursing them for such use.
23 DEFENDANTS also required PLAINTIFF and the class members to purchase uniforms without
24 reimbursing them for the cost of the uniforms.

25 THE PARTIES TO EACH CAUSE OF ACTION

26 A. PLAINTIFF

27 12. PLAINTIFF resides in the State of California. PLAINTIFF was employed by
28 Defendant co-employers WORLDWIDE AUTO PARTS, INC and ADVANCE STORES, INC.,

1 as an hourly-paid, non-exempt employee, in California, from approximately March of 2019, to
2 August of 2020. At all times relevant herein, PLAINTIFF performed work for DEFENDANTS
3 as a driver and a cashier.

4 13. PLAINTIFF reserves the right to seek leave to amend this Complaint to add new
5 PLAINTIFFS, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
6 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

7 **B. DEFENDANTS**

8 14. PLAINTIFF is informed and believes, and based upon that information and belief
9 alleges, that Defendant WORLDWIDE AUTO PARTS, INC. is a corporation authorized to
10 conduct business, and actually conducts business, in the State of California. Defendant
11 WORLDWIDE AUTO PARTS, INC was a co-employer of PLAINTIFF and the current and/or
12 former employer of the Class, including both permanent and temporary employees.

13 15. PLAINTIFF is informed and believes, and based upon that information and belief
14 alleges, that Defendant ADVANCE STORES, INC., is a corporation authorized to conduct
15 business, and actually conducts business, in the State of California. Defendant ADVANCE
16 STORES, INC., was a co-employer of PLAINTIFF and the current and/or former employer of
17 the Class, including both permanent and temporary employees.

18 16. PLAINTIFF does not know the true names or capacities of the persons or entities
19 sued herein as DOES 1-10, inclusive, and therefore sues said defendants by such fictitious names.
20 Each of the DOE Defendants was in some manner legally responsible for the damages suffered by
21 PLAINTIFF and the Class as alleged herein. PLAINTIFF will amend this complaint to set forth
22 the true names and capacities of these Defendants when they have been ascertained, together with
23 appropriate charging allegations, as may be necessary.

24 17. At all times mentioned herein, the Defendants named as DOES 1-10, inclusive, and
25 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
26 injured a significant number of the PLAINTIFF and Class in the State of California.

27 18. PLAINTIFF is informed and believes and thereon alleges that at all relevant times
28 each Defendant, directly or indirectly, or through agents or other persons, employed PLAINTIFF

1 and the other employees described in the class definitions below, and exercised control over their
2 wages, hours, and working conditions. PLAINTIFF is informed and believes and thereon allege
3 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
4 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
5 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
6 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
7 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
8 alleged below. PLAINTIFF is informed and believes and thereon alleges that each Defendant
9 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
10 knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided
11 and abetted the conduct of all other Defendants.

12 19. Defendants WORLDWIDE AUTO PARTS, INC., ADVANCE STORES, INC.
13 and DOES 1-10 are collectively referred to herein as "DEFENDANTS."

14 **CLASS ACTION ALLEGATIONS**

15 20. PLAINTIFF brings this action individually, as well as on behalf of each and all
16 other persons similarly situated, and thus, seek class certification under California Code of Civil
17 Procedure § 382.

18 21. All claims alleged herein arise under California law for which PLAINTIFF seeks
19 relief authorized by California law.

20 22. The proposed Class is defined as:

21 All persons employed by Defendants to work in any non-exempt hourly paid job
22 position in California, at any time beginning four years before the filing of the initial
23 complaint in this action and ending when notice to the Class is sent. For purposes of
24 this definition, "Defendants" means WORLDWIDE AUTO PARTS, INC.,
25 ADVANCE STORES, INC. and any of the fictitiously named defendants (Does 1
26 through 10).

27 23. PLAINTIFF reserves the right to establish other sub-classes as appropriate.

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1 24. At all material times, PLAINTIFF was a member of the Class.

2 25. PLAINTIFF undertakes this action for the benefit of all Class members.

3 26. There is a well-defined community of interest in the litigation and the Class is
4 readily ascertainable:

5 (a) Numerosity: The members of the Class (and each subclass, if any) are so
6 numerous that joinder of all members would be unfeasible and impractical. The membership of
7 the entire Class is unknown to PLAINTIFF at this time, however, the Class is estimated to be
8 greater than 100 individuals and the identity of such membership is readily ascertainable by
9 inspection of Defendants' records.

10 (b) Typicality: PLAINTIFF is qualified to, and will, fairly and adequately protect the
11 interests of each Class member with whom there is a shared, well-defined community of interest,
12 and PLAINTIFF's claims (or defenses, if any) are typical of all Class members' claims as
13 demonstrated herein.

14 (c) Adequacy: PLAINTIFF is qualified to, and will, fairly and adequately protect the
15 interests of each Class member with whom there is a shared, well-defined community of interest
16 and typicality of claims, as demonstrated herein. PLAINTIFF has no conflicts with or interests
17 antagonistic to any Class member. PLAINTIFF's attorneys, the proposed class counsel, are
18 versed in the rules governing class action discovery, certification, and settlement. PLAINTIFF
19 has incurred, and throughout the duration of this action, will continue to incur costs and attorneys'
20 fees that have been, are, and will be necessarily expended for the prosecution of this action for the
21 substantial benefit of each class member.

22 (d) Superiority: A Class Action is superior to other available methods for the fair and
23 efficient adjudication of the controversy, including consideration of:

24 1) The interests of the members of the Class in individually controlling the
25 prosecution or defense of separate actions;

26 2) The extent and nature of any litigation concerning the controversy already
27 commenced by or against members of the Class;

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1 3) The desirability or undesirability of concentrating the litigation of the claims in the
2 particular forum; and

3 4) The difficulties likely to be encountered in the management of a class action.

4 (e) Public Policy Considerations: Employers in the State of California violate
5 employment and labor laws every day. Current employees are often afraid to assert their rights
6 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
7 because they believe their former employers might damage their future endeavors through
8 negative references and/or other means. Class actions provide the class members who are not
9 named in the complaint with a type of anonymity that allows for the vindication of their rights at
10 the same time as their privacy is protected.

11 27. There are common questions of law and fact as to the Class (and each subclass, if
12 any) that predominate over questions affecting only individual members, including without
13 limitation, whether, as alleged herein, DEFENDANTS have:

14 (a) Failed to provide meal periods and pay meal period premium wages to Class
15 members;

16 (b) Failed to authorize and permit rest periods and pay rest period premium wages to
17 Class members;

18 (c) Failed to pay Class members for all hours worked, including minimum wages,
19 straight time wages, and overtime wages;

20 (d) Failed to reimburse PLAINTIFF and Class Members for all necessary business
21 expenditures or losses incurred by the employee in direct consequence of the discharge of
22 PLAINTIFF'S and the Class Members duties.

23 (e) Failed to promptly pay all wages due to Class members upon their discharge or
24 resignation;

25 (f) Failed to provide Class members with accurate wages statements;

26 28. This Court should permit this action to be maintained as a class action pursuant to
27 California Code of Civil Procedure § 382 because:

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1 (a) The questions of law and fact common to the Class predominate over any question
2 affecting only individual members;

3 (b) A class action is superior to any other available method for the fair and efficient
4 adjudication of the claims of the members of the Class;

5 (c) The members of the Class are so numerous that it is impractical to bring all
6 members of the class before the Court;

7 (d) PLAINTIFF, and the other members of the Class, will not be able to obtain
8 effective and economic legal redress unless the action is maintained as a class action;

9 (e) There is a community of interest in obtaining appropriate legal and equitable relief
10 for the statutory violations, and in obtaining adequate compensation for the damages and injuries
11 for which DEFENDANTS are responsible in an amount sufficient to adequately compensate the
12 members of the Class for the injuries sustained;

13 (f) Without class certification, the prosecution of separate actions by individual
14 members of the class would create a risk of:

15 1) Inconsistent or varying adjudications with respect to individual members of the
16 Class which would establish incompatible standards of conduct for DEFENDANTS; and/or

17 2) Adjudications with respect to the individual members which would, as a practical
18 matter, be dispositive of the interests of other members not parties to the adjudications, or would
19 substantially impair or impede their ability to protect their interests, including but not limited to
20 the potential for exhausting the funds available from those parties who are, or may be, responsible
21 DEFENDANTS; and,

22 (g) DEFENDANTS have acted or refused to act on grounds generally applicable to
23 the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

24 29. PLAINTIFF contemplates the eventual issuance of notice to the proposed
25 members of the Class that would set forth the subject and nature of the instant action. The
26 DEFENDANTS' own business records may be utilized for assistance in the preparation and
27 issuance of the contemplated notices. To the extent that any further notices may be required,
28 PLAINTIFF would contemplate the use of additional techniques and forms commonly used in

1 class actions, such as published notice, e-mail notice, website notice, first-class mail, or
2 combinations thereof, or by other methods suitable to the Class and deemed necessary and/or
3 appropriate by the Court.

4 **FIRST CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Provide Meal Periods)**

6 **[Cal. Lab. Code §§ 226.7, 512 and IWC Wage Order No. 4-2001]**

7 30. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
8 material allegations set out in this Complaint.

9 31. Under California law, DEFENDANTS have an affirmative obligation to relieve the
10 PLAINTIFF and the Class of all duty in order to take their first daily meal periods no later than
11 fifth hour of work in a workday, and to take their second meal periods no later than the tenth hour
12 of work in the workday.

13 32. Despite these legal requirements, DEFENDANTS regularly failed to provide
14 PLAINTIFF and the Class with both meal periods as required by California law.

15 33. Under California law, PLAINTIFF and the Class are entitled to be paid one hour
16 of additional wages for each instance he or she was not provided with all required meal period(s).

17 34. DEFENDANTS regularly failed to pay PLAINTIFF and the Class the additional
18 wages to which they were entitled for meal periods and that were not provided.

19 35. As a result, DEFENDANTS are liable to PLAINTIFF and the Class for one hour
20 of additional wages for each work day for a meal period that was not provided.

21 36. By failing to keep adequate time records required by Labor Code § 1174(d),
22 DEFENDANTS have made it difficult to calculate the full extent of meal period premium wage
23 compensation due to PLAINTIFF and the Class Members.

24 37. California Labor Code section 204 requires employers to provide employees with
25 all wages due and payable twice a month. Throughout the statute of limitations period applicable
26 to this cause of action, PLAINTIFF and the Class were entitled to be paid twice a month at rates
27 required by law, including meal period premium wages for each meal period that was not
28 provided. However, during all such times, DEFENDANTS systematically failed and refused to

1 pay PLAINTIFF and the Class all such wages due, and failed to pay those wages twice a month.

2 38. DEFENDANTS are also liable to PLAINTIFF and the Class for the civil penalties
3 provided for in Labor Code § 558 because of the violations alleged in this cause of action.

4 **SECOND CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Provide Rest Periods)**

6 **[Cal. Lab. Code §§ 226.7 and IWC Wage Order No. 4-2001]**

7 39. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
8 material allegations set out in this Complaint.

9 40. DEFENDANTS are required by California law to authorize and permit breaks of
10 an uninterrupted, net 10-minutes for each four hours of work or major fraction of four hours (i.e.
11 more than two hours). That is, the required number of rest breaks is equal to the number of work
12 hours divided by four, and if the work time is not evenly divided by four, if the remaining
13 fractional part is two hours or less it is rounded down, and if it is more than two hours, it is
14 rounded up. Thus, for example, if an employee's work time is 6 hours and ten minutes, the
15 employee is entitled to two rest breaks. If the work time is nine hours, the employee is still
16 entitled to only two rest breaks. Each failure to authorize rest breaks as so required is itself a
17 violation of California's rest break laws.

18 41. Despite these legal requirements, DEFENDANTS failed to authorize PLAINTIFF
19 and the Class to take all timely, net, 10-minute rest breaks owed to them, regardless of whether
20 employees worked more than 4 hours in a workday.

21 42. Under California law, PLAINTIFF and the Class are entitled to be paid one hour
22 of premium wages rate for each instance he or she was not provided with all required rest
23 break(s).

24 43. DEFENDANTS regularly failed to pay PLAINTIFF and the Class the additional
25 wages to which they were entitled for rest breaks DEFENDANTS failed authorize and permit.
26 As a result, DEFENDANTS are liable to PLAINTIFF and the Class for one hour of additional
27 wages for each work day when they did not receive a rest break.

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44. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, PLAINTIFF and the Class were entitled to be paid twice a month at rates required by law, including rest break premium wages for each rest break that was not authorized and permitted. However, during all such times, DEFENDANTS systematically failed and refused to pay PLAINTIFF and the Class all such wages due, and failed to pay those wages twice a month.

FIFTH CAUSE OF ACTION

46. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the material allegations set out in this Complaint.

1 by the employee in direct consequence of the discharge of his or her duties. These expenditures
2 include, but are not limited to, required use of personal vehicles and cell phones.

3 49. DEFENDANTS' failure to reimburse PLAINTIFF and the Class members for
4 among other thing personal cell phone usage and mileage is in violation of California Labor
5 Code § 2802.

6 50. PLAINTIFF and Class members are entitled to recover reimbursement from
7 DEFENDANTS, interest and attorney's fees pursuant to Labor Code § 2802.

8 **THIRD CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Minimum and Straight Time Wages)**

10 **[Cal. Lab. Code §§ 204 and 1194 and IWC Wage Order No. 4-2001]**

11 51. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
12 material allegations set out in this Complaint.

13 52. At all relevant times herein mentioned, DEFENDANTS knowingly failed to pay to
14 PLAINTIFF and the other members of the Class compensation for all hours they worked. "Hours
15 worked" is the time during which an employee is subject to the control of an employer, and
16 includes all the time the employee is suffered or permitted to work, whether or not required to do
17 so.

18 53. Accordingly, PLAINTIFF and the other members of the Class are entitled to
19 recover straight time wages for all non-overtime hours worked for DEFENDANTS.

20 54. By and through the conduct described above, the PLAINTIFF and the other
21 members of the Class, have been deprived of their rights to be paid wages earned by virtue of
22 their employment with DEFENDANTS.

23 55. By virtue of the DEFENDANTS' unlawful failure to pay additional compensation
24 to the Class for their non-overtime hours worked without pay, the Class has suffered, and will
25 continue to suffer, damages in amounts which are presently unknown to the Class, but which
26 exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof
27 at trial.

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56. By failing to keep adequate time records required by Labor Code § 1174(d), DEFENDANTS have made it difficult to calculate the full extent of compensation due PLAINTIFF and the Class Members.

57. Pursuant to California Labor Code section 1194.2, PLAINTIFF and the Class are entitled to recover liquidated damages (double damages) for DEFENDANTS' failure to pay minimum wages.

58. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, PLAINTIFF and the Class members were entitled to be paid twice a month at rates required by law, including minimum wages and straight time wages. However, during all such times, DEFENDANTS systematically failed and refused to pay PLAINTIFF and the Class members all such wages due, and failed to pay those wages twice a month.

59. PLAINTIFF and the Class are also entitled to seek recovery of all unpaid wages, interest, and reasonable attorneys' fees and costs pursuant to Cal. Labor Code §§ 218.5 and 218.6.

60. DEFENDANTS are also liable to the Class for the civil penalties provided for in Labor Code § 558, because of the violations alleged in this cause of action.

FOURTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

[Cal. Lab. Code §§ 510, 1194 and 1198, and IWC Wage Order No. 4-2001]

61. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the material allegations set out in this Complaint.

62. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

63. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California

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2 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
3 by the Industrial Welfare Commission is unlawful.

4 64. At all times relevant hereto, PLAINTIFF, and the members of the Class, have
5 worked more than eight, and at times more than twelve, hours in a workday, as employees of
6 DEFENDANTS. Further, at all times relevant hereto, PLAINTIFF, and the members of the
7 Class, have been paid on an hourly basis.

8 65. At all times relevant hereto, DEFENDANTS failed to pay the PLAINTIFF, and
9 the other members of the Class, overtime compensation for the hours they have worked in excess
10 of the maximum hours permissible by law as required by California Labor Code § 510 and 1198,
11 by among other things, failing to properly implement an effective alternative work-week schedule.
12 PLAINTIFF and the other members of the Class are regularly required to work overtime hours.
13 By virtue of DEFENDANTS' unlawful failure to pay additional, premium rate compensation to
14 the PLAINTIFF, and the other members of the Class, for their overtime hours worked, the
15 PLAINTIFF, and the other members of the Class, have suffered, and will continue to suffer,
16 damages in amounts which are presently unknown to them but which exceed the jurisdictional
17 minimum of this Court and which will be ascertained according to proof at trial.

18 66. By failing to keep adequate time records required by Labor Code § 1174(d),
19 DEFENDANTS have made it difficult to calculate the full extent of overtime compensation due
20 PLAINTIFF and the Class Members.

21 67. California Labor Code section 204 requires employers to provide employees with
22 all wages due and payable twice a month. Throughout the statute of limitations period applicable
23 to this cause of action, PLAINTIFF and the Class members were entitled to be paid twice a month
24 at rates required by law, including overtime wages. However, during all such times,
25 DEFENDANTS systematically failed and refused to pay PLAINTIFF and the Class members all
26 such wages due, and failed to pay those wages twice a month.

27 68. PLAINTIFF and the other members of the Class also request recovery of overtime
28 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor

Code §§ 218.5 and 1194(a), as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other statutes. Further, PLAINTIFF and the other members of the Class are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5 and 1194.

FIFTH CAUSE OF ACTION

(Against all Defendants for Failure to Timely Pay All Wages Due to Discharged or Terminated Employees)

[Cal. Lab. Code §§ 201 - 204, and IWC Wage Order No. 4-2001]

69. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the material allegations set out in this Complaint.

70. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

71. Within the applicable statute of limitations, the employment of PLAINTIFF and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, DEFENDANTS failed, and continue to fail to pay PLAINTIFF and terminated Class members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving DEFENDANTS' employ.

72. DEFENDANTS' failure to pay PLAINTIFF and those Class members who are no longer employed by DEFENDANTS their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving DEFENDANTS' employ, is in violation of California Labor Code §§ 201 and 202.

73. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

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2 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
3 commenced; but the wages shall not continue for more than thirty (30) days.

4 74. PLAINTIFF and Class members are entitled to recover from DEFENDANTS their
5 additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up
6 to 30 days maximum pursuant to California Labor Code § 203.

7 **SIXTH CAUSE OF ACTION**

8 **(Against all Defendants for Failure to Provide Accurate Statements**
9 **and Maintain Required Records)**

10 **[Cal. Lab. Code § 226, and IWC Wage Order No. 4-2001]**

11 75. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
12 material allegations set out in this Complaint.

13 76. At all material times set forth herein, California Labor Code § 226(a) provides that
14 every employer shall furnish each of his or her employees an accurate itemized wage statement in
15 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
16 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if
17 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
18 on written orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
20 employee and the last four digits of his or her social security number or an employee identification
21 number other than a social security number, (8) the name and address of the legal entity that is the
22 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee.

24 77. DEFENDANTS have intentionally and willfully failed to provide employees with
25 complete and accurate wage statements. The deficiencies include, among other things, the failure
26 to correctly identify the gross wages earned by PLAINTIFF and the members of the Class, the
27 failure to list the true "total hours worked by the employee," the failure to list the true net wages
28 earned, and the failure to list the name and address of the legal entity(s) that employ PLAINTIFF

1 and the Class.

2 78. As a result of DEFENDANTS' violation of California Labor Code § 226(a),
3 PLAINTIFF and the members of the Class have suffered injury and damage to their
4 statutorily-protected rights.

5 79. Specifically, PLAINTIFF and the members of the Class have been injured by
6 DEFENDANTS' intentional violation of California Labor Code § 226(a) because they were
7 denied both their legal right to receive, and their protected interest in receiving, accurate, itemized
8 wage statements under California Labor Code § 226(a).

9 80. Calculation of the true wage entitlement for PLAINTIFF and the Class is difficult
10 and time consuming. As a result of this unlawful burden, PLAINTIFF was also injured as a result
11 of having to bring this action to attempt to obtain correct wage information following
12 DEFENDANTS' refusal to comply with many of the mandates of California's Labor Code and
13 related laws and regulations.

14 81. PLAINTIFF and Class members are entitled to recover from DEFENDANTS the
15 greater of their actual damages caused by DEFENDANTS' failure to comply with California
16 Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

17 82. PLAINTIFF and the members of the Class are also entitled to injunctive relief to
18 ensure compliance with this section, pursuant to California Labor Code § 226(g).

19 **SEVENTH CAUSE OF ACTION**

20 **(Against all Defendants for Violation of California Business &**
21 **Professions Code §§ 17200 et seq.)**

22 83. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
23 material allegations and Causes of Action set out in this Complaint.

24 84. DEFENDANTS, and each of them, are "persons" as defined under Business &
25 Professions Code § 17201.

26 85. DEFENDANTS' conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful, and harmful to PLAINTIFF, other Class members, and to the general public.

28 PLAINTIFF seeks to enforce important rights affecting the public interest within the meaning of

1 Code of Civil Procedure § 1021.5.

2 86. DEFENDANTS' activities, as alleged herein, are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business & Professions
4 Code § 17200, et seq.

5 87. A violation of California Business & Professions Code §§ 17200, et seq. may be
6 predicated on the violation of any state or federal law. All of the acts described herein as
7 violations of, among other things, the California Labor Code, are unlawful and in violation of
8 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and
9 thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California
10 Business and Professions Code §§ 17200, et seq.

11 **Failing to Provide Meal Periods**

12 88. DEFENDANTS' failure to provide meal periods in accordance with Labor Code
13 §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair
14 activity prohibited by Business and Professions Code §§ 17200, et seq.

15 **Failing to Authorize and Permit Rest Periods**

16 89. DEFENDANTS' failure to authorize and permit rest periods in accordance with
17 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
18 unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

19 **Failing to Pay Minimum and Straight Time Wages and Reimbursements**

20 90. DEFENDANTS' failure to pay minimum and straight time wages and
21 reimbursements constitutes unlawful and/or unfair activity prohibited by Business and Professions
22 Code §§ 17200, et seq.

23 **Failure to Pay Overtime and Reimbursements**

24 91. DEFENDANTS' failure to pay overtime compensation, reimbursement and other
25 benefits in violation of Cal. Labor Code §§ 510, 1197, 1198 and 2802 constitutes unlawful and/or
26 unfair activity prohibited by Business and Professions Code § 17200, et seq.

27 92. DEFENDANTS' failure to provide accurate itemized wage statements in
28 accordance with Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity

1 prohibited by Business and Professions Code §§ 17200, et seq.

2 93. By and through their unfair, unlawful and/or fraudulent business practices
3 described herein, the DEFENDANTS, have obtained valuable property, money and services from
4 PLAINTIFF, and all persons similarly situated, and have deprived PLAINTIFF, and all persons
5 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

6 94. PLAINTIFF and the other Class members suffered monetary injury as a direct
7 result of DEFENDANTS' wrongful conduct.

8 95. The PLAINTIFF, individually, and on behalf of members of the putative Class, is
9 entitled to, and does, seek such relief as may be necessary to disgorge money and/or property
10 which the DEFENDANTS have wrongfully acquired, or of which PLAINTIFF has been deprived,
11 by means of the above-described unfair, unlawful and/or fraudulent business practices.

12 PLAINTIFF and the members of the putative Class are not obligated to establish individual
13 knowledge of the wrongful practices of DEFENDANTS in order to recover restitution.

14 96. The PLAINTIFF, individually, and on behalf of members of the putative class, is
15 further entitled to and does seek a declaration that the above described business practices are
16 unfair, unlawful and/or fraudulent, and injunctive relief restraining the DEFENDANTS, and each
17 of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business
18 practices in the future.

19 97. The PLAINTIFF, individually, and on behalf of members of the putative class, has
20 no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class members
21 suffered as a consequence of the DEFENDANTS' unfair, unlawful and/or fraudulent business
22 practices. As a result of the unfair, unlawful and/or fraudulent business practices described above,
23 the PLAINTIFF, individually, and on behalf of members of the putative Class, has suffered and
24 will continue to suffer irreparable harm unless the DEFENDANTS, and each of them, are
25 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

26 98. The PLAINTIFF also alleges that if DEFENDANTS are not enjoined from the
27 conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance
28 and other withholdings.

99. Pursuant to California Business & Professions Code §§ 17200, et seq., PLAINTIFF and putative Class members are entitled to restitution of the wages withheld and retained by DEFENDANTS during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring DEFENDANTS to pay all outstanding wages due to PLAINTIFF and Class members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Representative Action Against all Defendants pursuant to the Private Attorneys General Act, Cal. Lab. Code §§ 2698, et seq.)

100. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in this Complaint.

101. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

102. Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current and former employees."

103. Labor Code § 2699.3(a) states, "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation. (2)(A) The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date

1 of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is
2 provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph
3 (1), the aggrieved employee may commence a civil action pursuant to Section 2699.”

4 104. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
5 2699.3. On April 9, 2021, he gave written notice by certified mail to the Labor and Workforce
6 Development Agency and Defendants of the specific provisions of the Labor Code that
7 Defendants have violated against Plaintiff and all current and former employees, including the
8 facts and theories to support the violations. On June 14, 2021, more than 65 days had elapsed
9 since the mailing of Plaintiff's April 9, 2021 letter and the Labor and Workforce Development
10 Agency has not indicated that it intends to investigate Defendants' Labor Code violations
11 discussed in the amended notice. Accordingly, Plaintiff may commence a civil action to recover
12 penalties for himself and other current and former aggrieved employees under Labor Code § 2699
13 pursuant to § 2699.3.

14 105. By way of this cause of action, under Labor Code § 2699(f) pursuant to Labor
15 Code § 2699.3, Plaintiff seeks penalties for himself and for similarly aggrieved employees of
16 Defendants for the violations of the Labor Code described above.

17 106. In addition, Plaintiff seeks penalties for himself and for similarly aggrieved
18 employees of Defendants under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any
19 person, including any entity, employing labor who willfully fails to maintain accurate and complete
20 records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the
21 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
22 employee begins and ends each work period. Meal periods and total hours worked daily shall also
23 be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
24 keep total hours worked in the payroll period and applicable rates of pay.

25 107. During the time period of employment for Plaintiff and the similarly aggrieved
26 employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by
27 failing to maintain accurate records showing meal periods, and accurate records showing when
28 employees begin and end each work period. Defendants' failure to provide and maintain records

1 required by the Labor Code IWC Wage Orders deprived Plaintiff and the aggrieved employees the
2 ability to know, understand and question the accuracy and frequency of meal periods, and the
3 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
4 aggrieved employees had no way to dispute the resulting failure to pay wages, all of which
5 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
6 aggrieved employees have suffered and continue to suffer, substantial losses related to the use and
7 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
8 to compel Defendants to fully perform its obligation under state law, all to their respective
9 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
10 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the aggrieved
11 employees have also suffered an injury in that they were prevented from knowing, understanding,
12 and disputing the wage payments paid to them.

13 108. Labor Code §§ 2699 and 2699.5 sets forth penalties to be awarded against
14 Defendants for violating the California Labor Code violations Plaintiff has alleged in this
15 complaint, including but not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,
16 226.7, 512, 558, 1174.5, 1197.1 and 2802.

17 109. Plaintiff is entitled to an award of civil penalties as set forth in Labor Code § 2699
18 on behalf of the State of California, himself and similarly aggrieved employees of Defendants.
19 The exact amount of the applicable penalties, in all, is in an amount to be shown according to
20 proof at trial. These penalties are in addition to all other remedies permitted by law.

21 110. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
22 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
23 shall be entitled to an award of reasonable attorney's fees and costs."

24 **PRAYER FOR RELIEF**

25 PLAINTIFF, individually, and on behalf of all others similarly situated, pray for relief and
26 judgment against DEFENDANTS, jointly and severally, as follows:

27 **Class Certification**

28 1. That this action be certified as a class action;

2. That PLAINTIFF be appointed as the representative of the Class; and

3. That counsel for PLAINTIFF be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

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

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

7. For reasonable attorneys' fees and for costs of suit incurred herein; and

8. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

9. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code § 226.7 and the IWC Wage Orders;

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

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

12. For reasonable attorneys' fees and for costs of suit incurred herein; and

13. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

14. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code § 204 and 1194;

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

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

17. For liquidated damages;

1 18. For reasonable attorneys' fees and for costs of suit incurred herein; and

2 19. For such other and further relief as the Court may deem equitable and appropriate.

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

4 20. That the Court declare, adjudge and decree that DEFENDANTS violated
5 California Labor Code §§ 510, 1194 and 1198 and applicable IWC Wage Orders by willfully
6 failing to pay all overtime wages due to PLAINTIFF and Class members;

7 21. For general unpaid wages at overtime wage rates and such general and special
8 damages as may be appropriate;

9 22. For pre-judgment interest on any unpaid overtime compensation commencing from
10 the date such amounts were due;

11 23. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
12 California Labor Code § 1194(a); and,

13 24. For such other and further relief as the Court may deem equitable and appropriate.

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

15 25. That the Court declare, adjudge and decree that DEFENDANTS violated
16 California Labor Code § 2802 by failing to indemnify his or her employee for all necessary
17 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
18 her duties;

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

21 27. For pre-judgment interest on any unpaid wages from the date such amounts were
22 due;

23 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

24 29. For such other and further relief as the Court may deem equitable and appropriate.

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

26 30. That the Court declare, adjudge and decree that DEFENDANTS violated
27 California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at
28 the time of termination of the employment of PLAINTIFF and other terminated class members;

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

32. For statutory wage penalties pursuant to California Labor Code § 203 for PLAINTIFF and all other class members who have left DEFENDANTS' employ;

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

34. For reasonable attorneys' fees and for costs of suit incurred herein; and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge and decree that DEFENDANTS violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to PLAINTIFF and class members, and willfully failed to provide accurate itemized wage statements thereto;

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

38. For statutory penalties pursuant to California Labor Code § 226(e);

39. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g);

40. For reasonable attorneys' fees and for costs of suit incurred herein; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eight Cause of Action

42. That the Court declare, adjudge and decree that DEFENDANTS violated California Business and Professions Code §§ 17200, et seq. by failing to provide PLAINTIFF and class members with meal periods, failing to authorize and permit required rest periods, failing to provide all compensation due to them, failing to reimburse PLAINTIFF and the Class members for personal phone and vehicle use and for required uniforms, failing to provide accurate itemized wage statements, and failing to pay PLAINTIFF' and class members' wages timely as required by California Labor Code §§ 201, 202 and 203;

43. For restitution of unpaid wages to PLAINTIFF and all class members and prejudgment interest from the day such amounts were due and payable;

44. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from DEFENDANTS and determined to have been wrongfully acquired by DEFENDANTS as a result of violations of California Business & Professions Code §§ 17200 et seq.;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

46. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code § 17200 *et seq.*; and,

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated the California Labor Code alleged above by failing to provide meal periods, failing to maintain accurate records of meal periods, failing to pay minimum wage, failing to pay overtime compensation, failing to pay all wages at termination, and failing to furnish accurate wage statements and that PLAINTIFF is an aggrieved employee and may represent similarly aggrieved employees;

49. For all recoverable actual, consequential and incidental losses and damages, according to proof;

50. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

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As to all Causes of Action

52. For any additional relief that the Court deems just and proper.

Dated: August 17, 2021

Respectfully submitted,

RASTEGAR LAW GROUP, APC

By:



Farzad Rastegar
Attorneys for PLAINTIFF Israel Cruz-Chan,
individually, and all other similarly situated
employees and aggrieved employees of
Defendants

1 **DEMAND FOR JURY TRIAL**

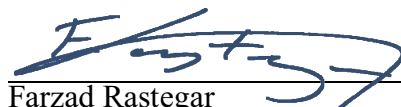
2 Plaintiff hereby demand a jury trial with respect to all issues triable of right by jury.

3 Dated: August 17, 2021

Respectfully submitted,

4 RASTEGAR LAW GROUP, APC

5
6 By:



7 Farzad Rastegar
8 Attorneys for PLAINTIFF Jonathon Rios,
9 individually, and all other similarly situated
10 employees and aggrieved employees of
11 Defendants
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