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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

JORDAN MILLER, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CARMAX AUTO SUPERSTORES  
CALIFORNIA, LLC, a limited liability  
company; CARMAX AUTO  
SUPERSTORES, INC., a Virginia  
corporation; and DOES 1 through 10,  
inclusive,

Defendants

Case No.: 5:21-cv-1632

**FIRST AMENDED CLASS  
ACTION AND REPRESENTATIVE  
ACTION COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Jordan Miller (“Plaintiff”), based upon facts that either have  
2 evidentiary support or are likely to have evidentiary support after a reasonable  
3 opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Carmax Auto  
6 Superstores California, LLC, Carmax Auto Superstores, Inc., and Does 1 through  
7 10 (collectively referred to as “Defendants”) for California Labor Code violations  
8 and unfair business practices stemming from Defendants’ failure to pay minimum  
9 wages, failure to pay overtime wages, failure to provide meal periods, failure to  
10 authorize and permit rest periods, failure to maintain accurate records of hours  
11 worked and meal periods, failure to timely pay all wages to terminated employees,  
12 failure to indemnify necessary business expenses, and failure to furnish accurate  
13 wage statements.

14 2. Plaintiff brings the First through Eighth Causes of Action individually  
15 and as a class action on behalf of himself and certain current and former employees  
16 of Defendants (hereinafter collectively referred to as the “Class” or “Class  
17 Members” and defined more fully below). The Class consists of Plaintiff and all  
18 other persons who have been employed by any Defendants in California as an  
19 hourly-paid, non-exempt employee during the statute of limitations period  
20 applicable to the claims pleaded here.

21 3. Plaintiff brings the Ninth Cause of Action as a representative action  
22 under the California Private Attorney General Act (“PAGA”) to recover civil  
23 penalties that are owed to Plaintiff, the State of California, and past and present  
24 non-exempt, hourly-paid employees of Defendants who worked in California  
25 during the applicable statute of limitations period (hereinafter referred to as the  
26 “Aggrieved Employees”).

27 4. Defendants own/owned and operate/operated an industry, business,  
28 and establishment within the State of California, including Riverside County. As

1 such, and based upon all the facts and circumstances incident to Defendants’  
2 business in California, Defendants are subject to the California Labor Code, Wage  
3 Orders issued by the Industrial Welfare Commission (“IWC”), and the California  
4 Business & Professions Code.

5 5. Despite these requirements, throughout the statutory period Defendants  
6 maintained a systematic, company-wide policy and practice of:

- 7 (a) Failing to pay employees for all hours worked, including all  
8 minimum wages, and overtime wages in compliance with the  
9 California Labor Code and IWC Wage Orders;
- 10 (b) Failing to provide employees with timely and duty-free meal  
11 periods in compliance with the California Labor Code and IWC  
12 Wage Orders, failing to maintain accurate records of all meal  
13 periods taken or missed, and failing to pay an additional hour’s  
14 pay for each workday a meal period violation occurred;
- 15 (c) Failing to authorize and permit employees to take timely and  
16 duty-free rest periods in compliance with the California Labor  
17 Code and IWC Wage Orders, and failing to pay an additional  
18 hour’s pay for each workday a rest period violation occurred;
- 19 (d) Failing to indemnify employees for necessary business expenses  
20 incurred;
- 21 (e) Willfully failing to pay employees all minimum wages, overtime  
22 wages, meal period premium wages, and rest period premium  
23 wages due within the time period specified by California law  
24 when employment terminates; and
- 25 (f) Failing to maintain accurate records of the hours that employees  
26 worked.

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

## **THE PARTIES**

### **A. Plaintiff**

8. Plaintiff is a California resident that worked for Defendants in the County of Riverside, State of California, as a reconditioning associate.

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

### **B. Defendants**

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Carmax Auto Superstores California, LLC is:

(a) A Virginia limited liability company with its principal place of business in Riverside, California.

(b) A business entity conducting business in numerous counties throughout the State of California, including in Riverside

County; and

- (c) The former employer of Plaintiff, and the current and/or former employers of the putative Class. Carmax Auto Superstores California, LLC suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Carmax Auto Superstores, Inc. is:

- (a) A Virginia corporation with its principal place of business in Riverside, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Riverside County; and
- (c) The former employer of Plaintiff, and the current and/or former employers of the putative Class. Carmax Auto Superstores, Inc. suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the

1 Plaintiff, the Class, and the Aggrieved Employees in the State of California.

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

17 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

18 15. Plaintiff is a California resident who worked for Defendants in the  
19 County of Riverside, State of California, as a reconditioning associate. During the  
20 statutory time period, Plaintiff was typically scheduled to work 5 days in a  
21 workweek, and typically in excess of 8 hours in a single workday.

22 16. Throughout the statutory period, Defendants failed to pay Plaintiff for  
23 all hours worked (including minimum wages and overtime wages), failed to  
24 provide Plaintiff with uninterrupted meal periods, failed to authorize and permit  
25 Plaintiff to take uninterrupted rest periods, failed to indemnify Plaintiff for  
26 necessary business expenses, failed to timely pay all final wages to Plaintiff when  
27 Defendants terminated Plaintiff's employment, and failed to furnish accurate wage  
28

1 statements to Plaintiff. As discussed below, Plaintiff's experience working for  
2 Defendants was typical and illustrative.

3 17. Throughout the statutory period, Defendants maintained a policy and  
4 practice of not paying Plaintiff, the Class, and the Aggrieved Employees for all  
5 hours worked, including all overtime wages. Throughout the statutory period,  
6 Plaintiff, the Class, and the Aggrieved Employees were required to work "off the  
7 clock". For example, Plaintiff, the Class, and the Aggrieved Employees were  
8 required to perform pre-check-in activities, which included without limitation  
9 waiting in line in order to clock into work, and when returning from meal periods,  
10 uncompensated. Further, Plaintiff, the Class, and the Aggrieved Employees were  
11 required to change into their uniforms prior to clocking into work each workday,  
12 also uncompensated. In maintaining a practice of not paying all wages owed,  
13 Defendants failed to maintain accurate records of the hours Plaintiff, the Class, and  
14 the Aggrieved Employees worked.

15 18. Throughout the statutory period, Defendants have wrongfully failed to  
16 provide Plaintiff, the Class, and the Aggrieved Employees with legally compliant  
17 meal periods. Defendants sometimes, but not always, required Plaintiff, the Class,  
18 and the Aggrieved Employees to work in excess of five consecutive hours a day  
19 without providing 30-minute, continuous and uninterrupted, duty-free meal period  
20 for every five hours of work, or without compensating Plaintiff, the Class, and the  
21 Aggrieved Employees for meal periods that were not provided by the end of the  
22 fifth hour of work or tenth hour of work. Defendants also did not adequately inform  
23 Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal  
24 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by  
25 the end of the tenth hour of work. Further, Defendants typically automatically  
26 deducted meal breaks for Plaintiff, the Class, and the Aggrieved Employees,  
27 despite the fact that Plaintiff, the Class, and the Aggrieved Employees were  
28 typically unable to take full meal periods. Also, Defendants automatically deducted

1 meal periods, despite Plaintiff, the Class, and the Aggrieved Employees  
2 occasionally taking late or short meal periods, or despite missing meal periods.  
3 Accordingly, Defendants' policy and practice was to not provide meal periods to  
4 Plaintiff, the Class, and the Aggrieved Employees in compliance with California  
5 law.

6 19. Throughout the statutory period, Defendants have wrongfully failed to  
7 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take  
8 timely and duty-free rest periods. Defendants sometimes, but not always, required  
9 Plaintiff, the Class, and the Aggrieved Employees to work in excess of four  
10 consecutive hours a day without Defendants authorizing and permitting them to  
11 take a 10-minute, continuous and uninterrupted, rest period for every four hours of  
12 work (or major fraction of four hours), or without compensating Plaintiff, the Class,  
13 and the Aggrieved Employees for rest periods that were not authorized or  
14 permitted. Defendants also did not adequately inform Plaintiff, the Class, and the  
15 Aggrieved Employees of their right to take a rest period. Moreover, Defendants  
16 did not have adequate policies or practices permitting or authorizing rest periods  
17 for Plaintiff, the Class, and the Aggrieved Employees, nor did Defendants have  
18 adequate policies or practices regarding the timing of rest periods. Defendants also  
19 did not have adequate policies or practices to verify whether Plaintiff, the Class,  
20 and the Aggrieved Employees were taking their required rest periods. Further,  
21 Defendants did not maintain accurate records of employee work periods, and  
22 therefore Defendants cannot demonstrate that Plaintiff, the Class, and the  
23 Aggrieved Employees took rest periods during the middle of each work period.  
24 Accordingly, Defendants' policy and practice was to not authorize and permit  
25 Plaintiff, the Class, and the Aggrieved Employees to take rest periods in  
26 compliance with California law.

27 20. Throughout the statutory period, Defendants wrongfully required  
28 Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they

1 incurred in direct discharge of their duties for Defendants without reimbursement.  
2 For example, although some uniforms were provided, Plaintiff, the Class, and the  
3 Aggrieved Employees were required to purchase some additional uniforms, and  
4 accessories such as hats (hats were occasionally replaced for free, but the first had  
5 was required to be purchased), without reimbursement.

6 21. Throughout the statutory period, Defendants willfully failed and  
7 refused to timely pay Plaintiff, the Class, and the Aggrieved Employees at the  
8 conclusion of their employment all wages for all minimum wages, overtime wages,  
9 meal period premium wages, and rest period premium wages. Further, Defendants  
10 did not pay Plaintiff, the Class, and the Aggrieved Employees their final paychecks  
11 immediately upon termination.

12 22. Throughout the statutory period, Defendants failed to furnish Plaintiff,  
13 the Class, and the Aggrieved Employees with accurate, itemized wage statements  
14 showing all applicable hourly rates, and all gross and net wages earned (including  
15 correct hours worked, correct wages earned for hours worked, correct overtime  
16 hours worked, correct wages for meal periods that were not provided in accordance  
17 with California law, correct wages for rest periods that were not authorized and  
18 permitted to take in accordance with California law, and Defendant's address).  
19 Further, the wage statements do not show Defendant's address as required by  
20 California law. As a result of these violations of California Labor Code § 226(a),  
21 the Plaintiff, the Class, and the Aggrieved Employees suffered injury because,  
22 among other things:

- 23 (a) the violations led them to believe that they were not entitled to  
24 be paid minimum wages, overtime wages, meal period premium  
25 wages, and rest period premium wages to which they were  
26 entitled, even though they were entitled;

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

1 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts  
2 provided for in California Labor Code § 226(e), including actual damages.

3 **CLASS ACTION ALLEGATIONS**

4 23. Plaintiff brings certain claims individually, as well as on behalf of each  
5 and all other persons similarly situated, and thus, seek class certification under  
6 California Code of Civil Procedure § 382.

7 24. All claims alleged herein arise under California law for which Plaintiff  
8 seeks relief authorized by California law.

9 25. The proposed Class consists of and is defined as:

10 All persons who worked for any Defendant in California as an  
11 hourly, non-exempt employee at any time during the period  
12 beginning four years before the filing of the initial complaint in this  
13 action and ending when notice to the Class is sent.

14 26. At all material times, Plaintiff was a member of the Class.

15 27. Plaintiff undertakes this concerted activity to improve the wages and  
16 working conditions of all Class Members.

17 28. There is a well-defined community of interest in the litigation and the  
18 Class is readily ascertainable:

19 (a) Numerosity: The members of the Class (and each subclass, if  
20 any) are so numerous that joinder of all members would be  
21 unfeasible and impractical. The membership of the entire Class  
22 is unknown to Plaintiff at this time, however, the Class is  
23 estimated to be greater than 100 individuals and the identity of  
24 such membership is readily ascertainable by inspection of  
25 Defendants' records.

26 (b) Typicality: Plaintiff is qualified to, and will, fairly and  
27 adequately protect the interests of each Class Member with  
28 whom there is a shared, well-defined community of interest, and

1 Plaintiff's claims (or defenses, if any) are typical of all Class  
2 Members' claims as demonstrated herein.

3 (c) Adequacy: Plaintiff is qualified to, and will, fairly and  
4 adequately protect the interests of each Class Member with  
5 whom there is a shared, well-defined community of interest and  
6 typicality of claims, as demonstrated herein. Plaintiff has no  
7 conflicts with or interests antagonistic to any Class Member.  
8 Plaintiff's attorneys, the proposed class counsel, are versed in  
9 the rules governing class action discovery, certification, and  
10 settlement. Plaintiff has incurred, and throughout the duration  
11 of this action, will continue to incur costs and attorneys' fees  
12 that have been, are, and will be necessarily expended for the  
13 prosecution of this action for the substantial benefit of each class  
14 member.

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

- 18 1) The interests of the members of the Class in individually  
19 controlling the prosecution or defense of separate actions;
- 20 2) The extent and nature of any litigation concerning the  
21 controversy already commenced by or against members of  
22 the Class;
- 23 3) The desirability or undesirability of concentrating the  
24 litigation of the claims in the particular forum; and
- 25 4) The difficulties likely to be encountered in the  
26 management of a class action.

27 (e) Public Policy Considerations: The public policy of the State of  
28 California is to resolve the California Labor Code claims of

1 many employees through a class action. Indeed, current  
2 employees are often afraid to assert their rights out of fear of  
3 direct or indirect retaliation. Former employees are also fearful  
4 of bringing actions because they believe their former employers  
5 might damage their future endeavors through negative  
6 references and/or other means. Class actions provide the class  
7 members who are not named in the complaint with a type of  
8 anonymity that allows for the vindication of their rights at the  
9 same time as their privacy is protected.

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

- 14 (a) Failed to pay Class Members for all hours worked, including  
15 minimum wages, and overtime wages;
- 16 (b) Failed to provide meal periods and pay meal period premium  
17 wages to Class Members;
- 18 (c) Failed to authorize and permit rest periods and pay rest period  
19 premium wages to Class Members;
- 20 (d) Failed to promptly pay all wages due to Class Members upon  
21 their discharge or resignation;
- 22 (e) Failed to maintain accurate records of all hours Class Members  
23 worked, and all meal periods Class Members took or missed;
- 24 (f) Failed to reimburse Class Members for all necessary business  
25 expenses; and
- 26 (g) Violated California Business & Professions Code §§ 17200 *et.*  
27 *seq.* as a result of their illegal conduct as described above.

28 30. This Court should permit this action to be maintained as a class action

1 pursuant to California Code of Civil Procedure § 382 because:

- 2 (a) The questions of law and fact common to the Class predominate
- 3 over any question affecting only individual members;
- 4 (b) A class action is superior to any other available method for the
- 5 fair and efficient adjudication of the claims of the members of
- 6 the Class;
- 7 (c) The members of the Class are so numerous that it is impractical
- 8 to bring all members of the class before the Court;
- 9 (d) Plaintiff, and the other members of the Class, will not be able to
- 10 obtain effective and economic legal redress unless the action is
- 11 maintained as a class action;
- 12 (e) There is a community of interest in obtaining appropriate legal
- 13 and equitable relief for the statutory violations, and in obtaining
- 14 adequate compensation for the damages and injuries for which
- 15 Defendants are responsible in an amount sufficient to adequately
- 16 compensate the members of the Class for the injuries sustained;
- 17 (f) Without class certification, the prosecution of separate actions
- 18 by individual members of the class would create a risk of:
- 19 1) Inconsistent or varying adjudications with respect to
- 20 individual members of the Class which would establish
- 21 incompatible standards of conduct for Defendants; and/or
- 22 2) Adjudications with respect to the individual members
- 23 which would, as a practical matter, be dispositive of the
- 24 interests of other members not parties to the adjudications,
- 25 or would substantially impair or impede their ability to
- 26 protect their interests, including but not limited to the
- 27 potential for exhausting the funds available from those
- 28 parties who are, or may be, responsible Defendants; and,

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

4 31. Plaintiff contemplates the eventual issuance of notice to the proposed  
5 members of the Class that would set forth the subject and nature of the instant  
6 action. The Defendants' own business records may be utilized for assistance in the  
7 preparation and issuance of the contemplated notices. To the extent that any  
8 further notices may be required, Plaintiff would contemplate the use of additional  
9 techniques and forms commonly used in class actions, such as published notice, e-  
10 mail notice, website notice, first-class mail, or combinations thereof, or by other  
11 methods suitable to the Class and deemed necessary and/or appropriate by the  
12 Court.

### 13 **FIRST CAUSE OF ACTION**

#### 14 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours** 15 **Worked)**

16 32. Plaintiff incorporates by reference and re-alleges as if fully stated  
17 herein paragraphs 1 through 22 in this Complaint.

18 33. "Hours worked" is the time during which an employee is subject to the  
19 control of an employer, and includes all the time the employee is suffered or  
20 permitted to work, whether or not required to do so.

21 34. At all relevant times herein mentioned, Defendants knowingly failed to  
22 pay to Plaintiff and the Class compensation for all hours they worked. By their  
23 failure to pay compensation for each hour worked as alleged above, Defendants  
24 willfully violated the provisions of Section 1194 of the California Labor Code, and  
25 any additional applicable Wage Orders, which require such compensation to non-  
26 exempt employees.

27 35. Accordingly, Plaintiff and the Class are entitled to recover minimum  
28 wages for all non-overtime hours worked for Defendants.

1           36. By and through the conduct described above, Plaintiff and the Class  
2 have been deprived of their rights to be paid wages earned by virtue of their  
3 employment with Defendants.

4           37. By virtue of the Defendants' unlawful failure to pay additional  
5 compensation to Plaintiff and the Class for their non-overtime hours worked  
6 without pay, Plaintiff and the Class suffered, and will continue to suffer, damages  
7 in amounts which are presently unknown to Plaintiff and the Class, but which  
8 exceed the jurisdictional minimum of this Court, and which will be ascertained  
9 according to proof at trial.

10           38. By failing to keep adequate time records required by California Labor  
11 Code § 1174(d), Defendants have made it difficult to calculate the full extent of  
12 minimum wage compensation due Plaintiff and the Class.

13           39. Pursuant to California Labor Code section 1194.2, Plaintiff and the  
14 Class are entitled to recover liquidated damages (double damages) for Defendants'  
15 failure to pay minimum wages.

16           40. California Labor Code section 204 requires employers to provide  
17 employees with all wages due and payable twice a month. Throughout the statute  
18 of limitations period applicable to this cause of action, Plaintiff and the Class were  
19 entitled to be paid twice a month at rates required by law, including minimum  
20 wages. However, during all such times, Defendants systematically failed and  
21 refused to pay Plaintiff and the Class all such wages due, and failed to pay those  
22 wages twice a month.

23           41. Plaintiff and the Class are also entitled to seek recovery of all unpaid  
24 minimum wages, interest, and reasonable attorneys' fees and costs pursuant to  
25 California Labor Code §§ 218.5, 218.6, and 1194(a).

## 26                                   **SECOND CAUSE OF ACTION**

### 27                           **(Against all Defendants for Failure to Pay Overtime Wages)**

1           42. Plaintiff incorporates by reference and re-alleges as if fully stated  
2 herein paragraphs 1 through 22 in this Complaint.

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

7           44. California Labor Code §§ 1194 and 1198 provide that employees in  
8 California shall not be employed more than eight hours in any workday unless they  
9 receive additional compensation beyond their regular wages in amounts specified  
10 by law. Additionally, California Labor Code § 1198 states that the employment of  
11 an employee for longer hours than those fixed by the Industrial Welfare  
12 Commission is unlawful.

13           45. At all times relevant hereto, Plaintiff and the Class have worked more  
14 than eight hours in a workday, as employees of Defendants.

15           46. At all times relevant hereto, Defendants failed to pay Plaintiff and the  
16 Class overtime compensation for the hours they have worked in excess of the  
17 maximum hours permissible by law as required by California Labor Code § 510  
18 and 1198. Plaintiff and the Class are regularly required to work overtime hours.

19           47. By virtue of Defendants' unlawful failure to pay additional premium  
20 rate compensation to the Plaintiff and the Class for their overtime hours worked,  
21 Plaintiff and the Class have suffered, and will continue to suffer, damages in  
22 amounts which are presently unknown to them but which exceed the jurisdictional  
23 minimum of this Court and which will be ascertained according to proof at trial.

24           48. By failing to keep adequate time records required by Labor Code §  
25 1174(d), Defendants have made it difficult to calculate the full extent of overtime  
26 compensation due to Plaintiff and the Class.

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

1 Code § 1194(a), as well as the assessment of any statutory penalties against  
2 Defendants, in a sum as provided by the California Labor Code and/or other  
3 statutes.

4 50. California Labor Code § 204 requires employers to provide employees  
5 with all wages due and payable twice a month. The Wage Orders also provide that  
6 every employer shall pay to each employee, on the established payday for the  
7 period involved, overtime wages for all overtime hours worked in the payroll  
8 period. Defendants failed to provide Plaintiff and the Class with all compensation  
9 due, in violation of California Labor Code § 204.

### 10 **THIRD CAUSE OF ACTION**

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

12 51. Plaintiff incorporates by reference and re-alleges as if fully stated  
13 herein paragraphs 1 through 22 in this Complaint.

14 52. Under California law, Defendants have an affirmative obligation to  
15 relieve the Plaintiff and the Class of all duty in order to take their first daily meal  
16 periods no later than the start of Plaintiff and the Class' sixth hour of work in a  
17 workday, and to take their second meal periods no later than the start of the  
18 eleventh hour of work in the workday. Section 512 of the California Labor Code,  
19 and Section 11 of the applicable Wage Orders require that an employer provide  
20 unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a  
21 violation of Section 226.7 of the California Labor Code for an employer to require  
22 any employee to work during any meal period mandated under any Wage Order.

23 53. Despite these legal requirements, Defendants regularly failed to  
24 provide Plaintiff and the Class with both meal periods as required by California  
25 law. By their failure to permit and authorize Plaintiff and the Class to take all meal  
26 periods as alleged above (or due to the fact that Defendants made it impossible or  
27 impracticable to take these uninterrupted meal periods), Defendants willfully  
28

1 violated the provisions of Section 226.7 of the California Labor Code and the  
2 applicable Wage Orders.

3 54. Under California law, Plaintiff and the Class are entitled to be paid one  
4 hour of additional wages for each workday he or she was not provided with all  
5 required meal period(s), plus interest thereon.

#### 6 **FOURTH CAUSE OF ACTION**

##### 7 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

8 55. Plaintiff incorporates by reference and re-alleges as if fully stated  
9 herein paragraphs 1 through 22 in this Complaint.

10 56. Defendants are required by California law to authorize and permit  
11 breaks of 10 uninterrupted minutes for each four hours of work or major fraction of  
12 four hours (i.e. more than two hours). Section 512 of the California Labor Code,  
13 the applicable Wage Orders require that the employer permit and authorize all  
14 employees to take paid rest periods of 10 minutes each for each 4-hour period  
15 worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,  
16 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as  
17 so required is itself a violation of California's rest break laws. It is a violation of  
18 Section 226.7 of the California Labor Code for an employer to require any  
19 employee to work during any rest period mandated under any Wage Order.

20 57. Despite these legal requirements, Defendants failed to authorize  
21 Plaintiff and the Class to take rest breaks, regardless of whether employees worked  
22 more than 4 hours in a workday. By their failure to permit and authorize Plaintiff  
23 and the Class to take rest periods as alleged above (or due to the fact that  
24 Defendants made it impossible or impracticable to take these uninterrupted rest  
25 periods), Defendants willfully violated the provisions of Section 226.7 of the  
26 California Labor Code and the applicable Wage Orders.

1           58. Under California law, Plaintiff and the Class are entitled to be paid one  
2 hour of premium wages rate for each workday he or she was not provided with all  
3 required rest break(s), plus interest thereon.

4                           **FIFTH CAUSE OF ACTION**

5                   **(Against All Defendants for Failure to Indemnify Necessary Business**  
6                                           **Expenses)**

7           59. Plaintiff incorporates by reference and re-alleges as if fully stated  
8 herein paragraphs 1 through 22 in this Complaint.

9           60. Defendants violated Labor Code section 2802 and the IWC Wage  
10 Orders, by failing to pay and indemnify the Plaintiff and the Class for their  
11 necessary expenditures and losses incurred in direct consequence of the discharge  
12 of their duties or of their obedience to directions of Defendants.

13           61. As a result, Plaintiff and the Class were damaged at least in the  
14 amounts of the expenses they paid, or which were deducted by Defendants from  
15 their wages.

16           62. Plaintiff and the class they represent are entitled to attorney's fees,  
17 expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest  
18 pursuant to Labor Code section 2802(b).

19                           **SIXTH CAUSE OF ACTION**

20                   **(Against all Defendants for Failure to Pay Wages of Discharged Employees –**  
21                                           **Waiting Time Penalties)**

22           63. Plaintiff incorporates by reference and re-alleges as if fully stated  
23 herein paragraphs 1 through 22 in this Complaint.

24           64. At all times herein set forth, California Labor Code §§ 201 and 202  
25 provide that if an employer discharges an employee, the wages earned and unpaid  
26 at the time of discharge are due and payable immediately, and that if an employee  
27 voluntarily leaves his or her employment, his or her wages shall become due and  
28 payable not later than seventy-two (72) hours thereafter, unless the employee has

1 given seventy-two (72) hours previous notice of his or her intention to quit, in  
2 which case the employee is entitled to his or her wages at the time of quitting.

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

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

14 67. California Labor Code § 203 provides that if an employer willfully  
15 fails to pay wages owed, in accordance with sections 201 and 202, then the wages  
16 of the employee shall continue as a penalty wage from the due date, and at the same  
17 rate until paid or until an action is commenced; but the wages shall not continue for  
18 more than thirty (30) days.

19 68. Plaintiff and the Class are entitled to recover from Defendants their  
20 additionally accruing wages for each day they were not paid, at their regular hourly  
21 rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

22 69. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff  
23 and the Class are also entitled to an award of reasonable attorneys' fees, interest,  
24 expenses, and costs incurred in this action.

## 25 **SEVENTH CAUSE OF ACTION**

### 26 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 27 **Compliant Wage Records)**

1           70. Plaintiff incorporates by reference and re-alleges as if fully stated  
2 herein paragraphs 1 through 22 in this Complaint.

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

16           72. Defendants have intentionally and willfully failed to provide  
17 employees with complete and accurate wage statements. The deficiencies include,  
18 among other things, the failure to correctly identify the gross wages earned by  
19 Plaintiff and the Class, the failure to list the true “total hours worked by the  
20 employee,” and the failure to list the true net wages earned.

21           73. As a result of Defendants’ violation of California Labor Code § 226(a),  
22 Plaintiff and the Class have suffered injury and damage to their statutorily-  
23 protected rights.

24           74. Specifically, Plaintiff and the members of the Class have been injured  
25 by Defendants’ intentional violation of California Labor Code § 226(a) because  
26 they were denied both their legal right to receive, and their protected interest in  
27 receiving, accurate, itemized wage statements under California Labor Code §  
28 226(a).

1           75. Calculation of the true wage entitlement for Plaintiff and the Class is  
2 difficult and time consuming. As a result of this unlawful burden, Plaintiff and the  
3 Class were also injured as a result of having to bring this action to attempt to obtain  
4 correct wage information following Defendants' refusal to comply with many of  
5 the mandates of California's Labor Code and related laws and regulations.

6           76. Plaintiff and the Class are entitled to recover from Defendants their  
7 actual damages caused by Defendants' failure to comply with California Labor  
8 Code § 226(a).

9           77. Plaintiff and the Class are also entitled to injunctive relief, as well as  
10 an award of attorney's fees and costs to ensure compliance with this section,  
11 pursuant to California Labor Code § 226(h).

## 12                                   **EIGHTH CAUSE OF ACTION**

### 13           **(Against all Defendants for Violation of California Business & Professions** 14                                   **Code §§ 17200, et seq.)**

15           78. Plaintiff incorporates by reference and re-alleges as if fully stated  
16 herein paragraphs 1 through 22 in this Complaint.

17           79. Defendants, and each of them, are "persons" as defined under  
18 California Business & Professions Code § 17201.

19           80. Defendants' conduct, as alleged herein, has been, and continues to be,  
20 unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general  
21 public. Plaintiff seeks to enforce important rights affecting the public interest  
22 within the meaning of Code of Civil Procedure § 1021.5.

23           81. Defendants' activities, as alleged herein, are violations of California  
24 law, and constitute unlawful business acts and practices in violation of California  
25 Business & Professions Code §§ 17200, *et seq.*

26           82. A violation of California Business & Professions Code §§ 17200, *et*  
27 *seq.* may be predicated on the violation of any state or federal law. All of the acts  
28 described herein as violations of, among other things, the California Labor Code,

1 are unlawful and in violation of public policy; and in addition are immoral,  
2 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair,  
3 unlawful and/or fraudulent business practices in violation of California Business  
4 & Professions Code §§ 17200, *et seq.*

#### 5 **Failure to Pay Minimum Wages**

6 83. Defendants' failure to pay minimum wages, and other benefits in  
7 violation of the California Labor Code constitutes unlawful and/or unfair activity  
8 prohibited by California Business & Professions Code §§ 17200, *et seq.*

#### 9 **Failure to Pay Overtime Wages**

10 84. Defendants' failure to pay overtime compensation and other benefits in  
11 violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful  
12 and/or unfair activity prohibited by California Business & Professions Code §§  
13 17200, *et seq.*

#### 14 **Failure to Maintain Accurate Records of All Hours Worked**

15 85. Defendants' failure to maintain accurate records of all hours worked in  
16 accordance with California Labor Code § 1174.5 and the IWC Wage Orders  
17 constitutes unlawful and/or unfair activity prohibited by California Business &  
18 Professions Code §§ 17200, *et seq.*

#### 19 **Failure to Provide Meal Periods**

20 86. Defendants' failure to provide meal periods in accordance with  
21 California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged  
22 above, constitutes unlawful and/or unfair activity prohibited by California Business  
23 & Professions Code §§ 17200, *et seq.*

#### 24 **Failure to Authorize and Permit Rest Periods**

25 87. Defendants' failure to authorize and permit rest periods in accordance  
26 with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above,  
27 constitutes unlawful and/or unfair activity prohibited by Business and Professions  
28 Code §§ 17200, *et seq.*

1                   **Failure to Indemnify Necessary Business Expenses**

2           88.     Defendants' failure to indemnify employees for necessary business  
3 expenses in accordance with California Labor Code § 2802 and the IWC Wage  
4 Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by  
5 Business and Professions Code §§ 17200, *et seq.*

6                   **Failure to Provide Accurate Itemized Wage Statements**

7           89.     Defendants' failure to provide accurate itemized wage statements in  
8 accordance with California Labor Code § 226, as alleged above, constitutes  
9 unlawful and/or unfair activity prohibited by California Business & Professions  
10 Code §§ 17200, *et seq.*

11          90.     By and through their unfair, unlawful and/or fraudulent business  
12 practices described herein, the Defendants, have obtained valuable property, money  
13 and services from Plaintiff, and all persons similarly situated, and have deprived  
14 Plaintiff, and all persons similarly situated, of valuable rights and benefits  
15 guaranteed by law, all to their detriment.

16          91.     Plaintiff and the Class Members suffered monetary injury as a direct  
17 result of Defendants' wrongful conduct.

18          92.     Plaintiff, individually, and on behalf of members of the putative Class,  
19 is entitled to, and do, seek such relief as may be necessary to disgorge money  
20 and/or property which the Defendants have wrongfully acquired, or of which  
21 Plaintiff and the Class have been deprived, by means of the above-described unfair,  
22 unlawful and/or fraudulent business practices. Plaintiff and the Class are not  
23 obligated to establish individual knowledge of the wrongful practices of Defendants  
24 in order to recover restitution.

25          93.     Plaintiff, individually, and on behalf of members of the putative class,  
26 are further entitled to and do seek a declaration that the above described business  
27 practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the  
28 Defendants, and each of them, from engaging in any of the above-described unfair,

1 unlawful and/or fraudulent business practices in the future.

2 94. Plaintiff, individually, and on behalf of members of the putative class,  
3 have no plain, speedy, and/or adequate remedy at law to redress the injuries which  
4 the Class Members suffered as a consequence of the Defendants' unfair, unlawful  
5 and/or fraudulent business practices. As a result of the unfair, unlawful and/or  
6 fraudulent business practices described above, Plaintiff, individually, and on behalf  
7 of members of the putative Class, has suffered and will continue to suffer  
8 irreparable harm unless the Defendants, and each of them, are restrained from  
9 continuing to engage in said unfair, unlawful and/or fraudulent business practices.

10 95. Plaintiff also alleges that if Defendants are not enjoined from the  
11 conduct set forth herein above, they will continue to avoid paying the appropriate  
12 taxes, insurance and other withholdings.

13 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*,  
14 Plaintiff and putative Class Members are entitled to restitution of the wages  
15 withheld and retained by Defendants during a period that commences four years  
16 prior to the filing of this complaint; a permanent injunction requiring Defendants to  
17 pay all outstanding wages due to Plaintiff and Class Members; an award of  
18 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other  
19 applicable laws; and an award of costs.

## 20 **NINTH CAUSE OF ACTION**

### 21 **(Against all Defendants for Civil Penalties Under the Private Attorneys** 22 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

23 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
24 paragraphs 1 through 22 in this Complaint.

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

27 99. California Labor Code § 2699(a) specifically provides for a private right  
28 of action to recover penalties for violations of the Labor Code: "Notwithstanding

1 any other provision of law, any provision of this code that provides for a civil  
2 penalty to be assessed and collected by the Labor and Workforce Development  
3 Agency or any of its departments, divisions, commissions, boards, agencies, or  
4 employees, for a violation of this code, may, as an alternative, be recovered through  
5 a civil action brought by an aggrieved employee on behalf of himself or herself and  
6 other current or former employees pursuant to the procedures specified in Section  
7 2699.3.”

8 100. Plaintiff has exhausted his administrative remedies pursuant to  
9 California Labor Code § 2699.3. On August 11, 2021, he gave written notice by  
10 online filing to the Labor and Workforce Development Agency and by certified  
11 mail to Defendants of the specific provisions of the Labor Code that Defendants  
12 have violated against Plaintiff and certain current and former aggrieved employees,  
13 including the facts and theories to support the violations. Plaintiff also paid the  
14 filing fee. Plaintiff’s PAGA case number is LWDA-CM-841139-21.

15 101. More than 65 days has elapsed since Plaintiff provided notice, but the  
16 Labor and Workforce Development Agency has not indicated that it intends to  
17 investigate Defendants’ Labor Code violations discussed in the notice.  
18 Accordingly, Plaintiff may commence a civil action to recover penalties under  
19 Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code  
20 described in this Complaint. These penalties include, but are not limited to,  
21 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

22 102. In addition, Plaintiff seeks penalties for Defendants’ violation of  
23 California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any  
24 person, including any entity, employing labor who willfully fails to maintain  
25 accurate and complete records required by California Labor Code § 1174 is subject  
26 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every  
27 employer shall keep time records showing when the employee begins and ends  
28 each work period. Meal periods, and total hours worked daily shall also be

1 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every  
2 employer shall keep total hours worked in the payroll period and applicable rates of  
3 pay.

4 103. During the time period of employment for Plaintiff and the Aggrieved  
5 Employees, Defendants failed to maintain records pursuant to the Labor Code and  
6 IWC Orders by failing to maintain accurate records showing meal periods.  
7 Defendants' failure to provide and maintain records required by the Labor Code  
8 IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to  
9 know, understand and question the accuracy and frequency of meal periods.  
10 Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the  
11 resulting failure to pay wages, all of which resulted in an unjustified economic  
12 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved  
13 Employees have suffered and continue to suffer, substantial losses related to the use  
14 and enjoyment of such wages, lost interest on such wages and expenses and  
15 attorney's fees in seeking to compel Defendants to fully perform its obligation  
16 under state law, all to their respective damage in amounts according to proof at  
17 trial. Because of Defendants' knowing failure to comply with the Labor Code and  
18 applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also  
19 suffered an injury in that they were prevented from knowing, understanding, and  
20 disputing the wage payments paid to them.

21 104. Based on the conduct described in this Complaint, Plaintiff is entitled  
22 to an award of civil penalties on behalf of himself, the State of California, and  
23 similarly Aggrieved Employees of Defendants. The exact amount of the applicable  
24 penalties, in all, is in an amount to be shown according to proof at trial. These  
25 penalties are in addition to all other remedies permitted by law.

26 105. In addition, Plaintiff seeks an award of reasonable attorney's fees and  
27 costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee  
28

1 who prevails in any action shall be entitled to an award of reasonable attorney's  
2 fees and costs."

3 **PRAYER FOR RELIEF**

4 Plaintiff, individually, and on behalf of all others similarly situated only with  
5 respect to the class claims, prays for relief and judgment against Defendants, jointly  
6 and severally, as follows:

7 **Class Certification**

- 8 1. That this action be certified as a class action with respect to the First,  
9 Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;  
10 2. That Plaintiff be appointed as the representative of the Class; and  
11 3. That counsel for Plaintiff be appointed as Class Counsel.

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

- 13 4. That the Court declare, adjudge and decree that Defendants violated  
14 California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by  
15 willfully failing to pay all minimum wages due;  
16 5. For general unpaid wages as may be appropriate;  
17 6. For pre-judgment interest on any unpaid compensation commencing  
18 from the date such amounts were due;  
19 7. For liquidated damages;  
20 8. For reasonable attorneys' fees and for costs of suit incurred herein  
21 pursuant to California Labor Code § 1194(a); and,  
22 9. For such other and further relief as the Court may deem equitable and  
23 appropriate.

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

- 25 10. That the Court declare, adjudge and decree that Defendants violated  
26 California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by  
27 willfully failing to pay all overtime wages due;  
28 11. For general unpaid wages at overtime wage rates as may be

appropriate;

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

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

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

As to the Third Cause of Action

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

16. For unpaid meal period premium wages as may be appropriate;

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

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

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

As to the Fourth Cause of Action

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

21. For unpaid rest period premium wages as may be appropriate;

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

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

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

1                                   As to the Fifth Cause of Action

2           25.    That the Court declare, adjudge and decree that Defendants violated  
3 Labor Code § 2802 and the IWC Wage Orders;

4           26.    For general unpaid wages and reimbursement of business expenses as  
5 may be appropriate;

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

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

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

11                                   As to the Sixth Cause of Action

12           30.    That the Court declare, adjudge and decree that Defendants violated  
13 California Labor Code §§ 201, 202, and 203 by willfully failing to pay all  
14 compensation owed at the time of termination of the employment;

15           31.    For statutory wage penalties pursuant to California Labor Code § 203  
16 for former employees who have left Defendants' employ;

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

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

20           34.    For such other and further relief as the Court may deem equitable and  
21 appropriate.

22                                   As to the Seventh Cause of Action

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

27           36.    For penalties and actual damages pursuant to California Labor Code §  
28 226(e);

1           37.    For injunctive relief to ensure compliance with this section, pursuant to  
2 California Labor Code § 226(h);

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

4           39.    For such other and further relief as the Court may deem equitable and  
5 appropriate.

6                               As to the Eighth Cause of Action

7           40.    That the Court declare, adjudge and decree that Defendants violated  
8 California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages  
9 for all hours worked (including minimum and overtime wages), failing to provide  
10 meal periods, failing to maintain accurate records of meal periods, failing to  
11 authorize and permit rest periods, and failing to maintain accurate records of all  
12 hours worked and meal periods, failing to furnish accurate wage statements, and  
13 failing to indemnify necessary business expenses;

14          41.    For restitution of unpaid wages to Plaintiff and all Class Members and  
15 prejudgment interest from the day such amounts were due and payable;

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

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

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

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

26                               As to the Ninth Cause of Action

27          46.    That the Court declare, adjudge and decree that Defendants violated  
28 the California Labor Code by failing to pay all wages owed, including overtime,

1 failure to provide meal periods, failing to maintain accurate records of meal  
2 periods, failing to authorize and permit rest periods, failing to indemnify necessary  
3 business expenses, failing to pay final wages at termination, and failing to furnish  
4 accurate wage statements;

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

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

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

11 50. For such other and further relief as the Court may deem equitable and  
12 appropriate.

13 As to all Causes of Action

14 51. For any additional relief that the Court deems just and proper.  
15  
16  
17  
18

19 Dated: November 23, 2021

Respectfully submitted,

20 MOON & YANG, APC

21  
22 By: 

23 Kane Moon  
24 Allen Feghali  
Enzo Nabiev  
Attorneys for Plaintiff

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff demands a trial by jury as to all causes of action triable by jury.  
27  
28

1 Dated: November 23, 2021

MOON & YANG, APC

2  
3 By:

  
Kane Moon  
Allen Feghali  
Enzo Nabiev  
Attorneys for Plaintiff