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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS WILDER,

Plaintiff,

vs.

IDELIVER ON TIME LLC; ELIJAH
MUHAMMAD; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO: **22STCV01996**

) **COMPLAINT DAMAGES FOR:**

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

1) **DEMAND FOR JURY TRIAL**
2)
3)
4)
5)

6 COMES NOW Plaintiff, CARLOS WILDER (hereinafter "Plaintiff"), and alleges as
7 follows:
8

9 **PARTIES, JURISDICTION, VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of Los Angeles in this judicial district because Defendants IDELIVER ON TIME LLC;
12 ELIJAH MUHAMMAD and DOES 1 to 25, inclusive do business in the County of Los
13 Angeles and because Defendants' obligations and liabilities arise therein, and because the work
14 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.

15 2. Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

17 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
18 IDELIVER ON TIME LLC is and was California corporation doing business in Los Angeles
19 County, California, and which employed Plaintiff.
20

21 5. Defendant ELIJAH MUHAMMAD is an individual, who at all relevant times and on
22 information and belief resided in Los Angeles County, California. Plaintiff is informed and
23 believes that ELIJAH MUHAMMAD is was acting on behalf of and the managing agent and
24 owner of IDELIVER ON TIME LLC. Plaintiff is informed and believes and thereon alleges
25 that ELIJAH MUHAMMAD was personally involved in the day-to-day operations of the
26 business and personally controlled the wages, hours, and working conditions of Plaintiff and
27
28

1 other similarly situated aggrieved employees and is therefore being included in this complaint
2 pursuant to California Labor Code section 558.1. IDELIVER ON TIME LLC and the
3 individual defendant ELIJAH MUHAMMAD are collectively referred to herein as
4 “IDELIVER” or “Defendant(s)”.

5 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
6 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
7 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
8 defendants, numbers 1 to 25, reside in the State of California and are in some manner
9 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
10 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
11 and capacities of these fictitiously named defendants.
12

13 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
14 that information and belief, alleges that at all times herein mentioned, each of the remaining
15 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
16 under the authority of their agency, employment, or representative capacity, with the consent
17 of his/her codefendants.
18

19 GENERAL ALLEGATIONS

20 8. Plaintiff started working for IDELIVER on or around August 2021. His employment
21 with IDELIVER ended on or around September 17, 2021.

22 9. Plaintiff was hired as a driver and was classified as an hourly, non-exempt employee.
23 Plaintiff’s job duties included delivering “Amazon” packages to various destinations. Plaintiff
24 earned \$16.50 per hour as a driver. Plaintiff generally worked from 9:30am to 7:30pm.

25 10. It is Plaintiff’s position that IDELIVER has violated numerous Labor Code Sections
26 against Plaintiff and other similarly situated aggrieved employees.

27 11. IDELIVER did not provide Plaintiff and other similarly situated aggrieved employees
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1 with wages to which they were entitled for all work performed and as such did not compensate
2 Plaintiff and others for all hours worked at the minimum wage rate pursuant to California
3 Labor Code sections 1194, 1197 and 1197.1. This is so due to the fact that the company has a
4 policy of rounding down work hours to the detriment of employees who do not get paid for all
5 hours worked. Moreover, although the company used an application called "Paycom" for
6 timekeeping purposes, Plaintiff was not able to download it and his and others' work hours
7 were not being logged correctly and accurately. As such, Plaintiff and others would work "off
8 the clock" hours, meaning hours before formally clocking-in and after clocking-out. In
9 addition, Plaintiff was not paid for all hours worked and at one point was not paid for 30 days
10 straight.

11 12. IDELIVER also violated Labor Code §510 because it failed to pay Plaintiff and other
12 similarly situated aggrieved employees the correct amount of overtime, even though they worked
13 more than 8 hours per day and/or 40 hours per week throughout their employment. Plaintiff's
14 and others' actual work hours (including the "off the clock" hours mentioned above) entitled
15 them to overtime compensation, however, IDELIVER did not compensate Plaintiff and others
16 with the correct amount of overtime. Plaintiff and others generally worked over 8 hours per day
17 and over 40 hours per week (especially with the "off the clock" work described above) but were
18 not properly and accurately compensated for their overtime hours worked. As such, Plaintiff and
19 others were not paid for all overtime hours worked, including "off the clock" work.

20 13. IDELIVER also violated Labor Code § 226.7 and the appropriate Industrial Welfare
21 Commission Wage Order no. 9 because it failed to provide Plaintiff and others with 10-minute
22 rest periods for every four hours of work, or majority portion thereof, throughout their
23 employment. IDELIVER did not completely relieve Plaintiff and others of all duty during said
24 rest periods. IDELIVER did not pay to Plaintiff and others one additional hour of pay at
25 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
26 was not provided. Plaintiff would not be able to regularly take rest breaks because of his work
27 obligations and because any type of rest break would mean that Plaintiff and others would be
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1 behind on their deliveries. There was great emphasis on being fast with deliveries and there was
2 tremendous pressure to not fall behind. Consequently, it was not part of the company culture for
3 employees such as Plaintiff and others to take rest breaks. As such, the culture at IDELIVER did
4 not lend itself to the employees receiving statutory breaks wherein they were relieved of all work
5 duties. As such, the environment and culture at IDELIVER was not conducive to receiving
6 statutory rest breaks under California law.

7 14. IDELIVER violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
8 Commission Wage Order no. 9 because it failed to provide Plaintiff and others the requisite 30-
9 minute, uninterrupted meal periods for every five (5) hours of work throughout their
10 employment. IDELIVER did not completely relieve Plaintiff and others of all duty during said
11 meal periods. IDELIVER did not pay to Plaintiff and others one additional hour of pay at
12 Plaintiff's regular rate of compensation for each workday that one or more statutory meal periods
13 was not provided. Plaintiff and other aggrieved employees would not always be able to receive
14 their meal periods before the 5th hour worked and would in fact not be able to receive any
15 uninterrupted, 30-minute meal periods whatsoever due to work obligations and package delivery
16 deadlines. The latter did not lend itself to anyone receiving timely statutory breaks. Moreover,
17 Plaintiff and others would certainly not get a second meal period if they worked over a 10-hour
18 shift. Like the rest breaks, receiving a thirty-minute uninterrupted meal break was not part of the
19 company culture and was not enforced by IDELIVER. It was the normal practice and custom of
20 IDELIVER not to authorize, permit, and enforce timely statutory meal periods.

21 15. Furthermore, during the relevant time period, and due to the above violations, IDELIVER
22 failed to pay Plaintiff and others all wages due to them within any time period specified by
23 California Labor Code section 204. IDELIVER was also in violation of California Labor Code
24 section 226(a), by failing to include pertinent information on the wage statements, including but
25 not limited to, all hours worked (minimum wage and overtime), gross wages earned, net wages
26 earned, premium pay for the missed meal and rest breaks, the correct start and end of the pay
27 period, the correct name and address of the employing entity, employee identifying information,
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1 all deductions, and business expense reimbursement, among others. As such, IDELIVER did
2 not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
3 itemized wage statements.

4 16. During the relevant time period, IDELIVER also failed to keep accurate and complete
5 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
6 others pursuant to California Labor Code sections 1174(d).

7 17. IDELIVER also violated Labor Code § 203 because it willfully failed to pay Plaintiff and
8 other similarly situated aggrieved employees earned and due wages upon separation of
9 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
10 These earned but unpaid wages include minimum wages, overtime compensation, premium pay
11 for missed meal and rest breaks, and business expense reimbursement. In fact, Plaintiff was still
12 owed wages for hours worked at the end of his employment.

13 18. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
14 business-related expenses and costs that were not reimbursed by IDELIVER. These costs
15 include, but are not limited to, use of personal cell phones and battery chargers for work purposes
16 when IDELIVER's own devices were not operating. Accordingly, IDELIVER was in violation
17 of California Labor Code sections 2800 and 2802 Moreover, IDELIVER failed to provide
18 Worker's Compensation coverage for Plaintiff and other aggrieved employees in violation of
19 Labor Code Section 3700.5.

20
21 **FIRST CAUSE OF ACTION**

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

23 **(California Industrial Welfare Commission Order 9-2001, California Code of**
24 **Regulations Title 8 Section 11090, and California Labor Code Section 1198)**

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

26 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.
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1 20. At all times relevant herein, Defendants were required to compensate its employees for
2 all hours worked upon reporting for work at the appointed time stated by the employer
3 pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations,
4 Title 8, Section 11090.

5 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
6 Plaintiff for all hours worked as alleged above, including the "off the clock" work.

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

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

13 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
14 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
15 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
16 reasonable attorney's fees and costs of suit.

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

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

27 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
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1 to suffer or permit a California employee to work without paying wages at the minimum wage
2 rate for all hours worked as required by the applicable Industrial Welfare Commission
3 (hereinafter "IWC") Wage Order 9-2001, codified at California Code of Regulations, Title 8,
4 Section 11090, subdivision 4.

5 28. Pursuant to IWC Wage Order no. 9-2001, subdivision 2(H), at all relevant
6 times, "hours worked" included "the time during which an employee is subject to the control of
7 an employer, and includes all the time the employee is suffered or permitted to work, whether
8 or not required to do so..."

9 29. During his employment, Plaintiff was regularly required as a matter of uniform
10 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
11 was paid less than the minimum wage rate by Defendants for hours worked, including the "off
12 the clock" work as described above, in violation of California Labor Code Section 1197 and
13 the applicable California Industrial Wage Commission wage order(s).

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

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

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

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THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 9-2001, California Code of Regulations Title 8 Section 11090; California Labor Code Section 510)

(Plaintiff against all named defendants and all DOE defendants)

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

34. Pursuant to Industrial Welfare Commission Order No. 9-2001, Cal. Code of Regs., Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

35. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 9-2001, California Code of Regulations, Title 8, Section 11090.

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

37. Plaintiff was entitled to the above overtime premiums.

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

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

40. Plaintiff worked at least one pay period in which he was not properly paid overtime

1 within the three (3) years prior to the initiation of this lawsuit.

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

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

7 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
8 Regulations, Title 8, Sections 11090, Plaintiff is entitled to recover damages for the
9 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
10 reasonable attorney's fees and costs of suit.

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

14 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

22 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
23 accurately reflected all information required by Labor Code Section 226, including but not
24 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
25 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
26 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
27 statements to Plaintiff in accordance with California Labor Code Section 226(a).
28

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

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

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

15 **FIFTH CAUSE OF ACTION**

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

17 **(California Labor Code Sections 201, 203)**

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

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

21 52. Pursuant to California Labor Code Section 201(a), an employer who discharges an
22 employee must immediately pay for all compensation due and owing.
23

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

27 54. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
28 without abatement or reduction, any wages of an employee whose employment ends, the wages

1 of the employee shall continue as a penalty from the due date at the same rate until paid or until
2 an action is commenced; however, the wages shall not continue for more than 30 days for
3 failure to pay an employee owed wages.

4 55. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
5 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

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

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

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

15 **SIXTH CAUSE OF ACTION**

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

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

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

19 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

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

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

25 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
26 informed, believes, and thereon alleges, that all times relevant during the liability period,
27 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
28

1 including overtime hours, the minimum wage, and premium pay for missed meal and rest
2 breaks.

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

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

10 **SEVENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE SECTION 558**
12 **(California Labor Code Section 558)**

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

14 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

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

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

- 1 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
2 wages, including minimum wages, and overtime wages for overtime hours worked.
3 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
4 such, Defendants violated Section 558 under which penalties are due. Plaintiff
5 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
6 subsequent violation for each pay period for which Plaintiff was underpaid in
7 addition to an amount sufficient to recover underpaid wages.
8
9 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
10 relief associated with Plaintiff's prosecution of this cause of action under California
11 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
12 paying Plaintiff for his overtime hours worked and for all hours worked (including
13 the minimum wage).
14
15 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
16 fees for relief associated with Plaintiff's prosecution of this cause of action under
17 California Labor Code Sections 200, et seq.

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

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

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EIGHTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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NINTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

76. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

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

- a. Title 8 of the California Code of Regulations Sections 11090(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11090(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11090(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

4 78. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
5 break after every four (4) hours of work or major fraction thereof, as required by California
6 law.

7 79. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

11 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
12 fees as well as interest under Labor Code section 218.6.

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

18 **FAILURE TO GIVE MEAL BREAKS**

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

20 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

22 83. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 23 a. California Labor Code section 512(a), which requires that employees be given a 30-
24 minute uninterrupted meal break after five (5) hours of work, and a second
25 uninterrupted meal break after ten (10) hours of work;
26
27 b. California Labor Code section 226.7, which states that (a) no employer shall require
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1 any employee to work during any meal period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if any employer fails to provide an
3 employee a meal period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at the employee's regular rate of compensation for each workday that the
6 meal period is not provided;

7
8 c. California Industrial Welfare Commission Order No. 9 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11090, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the meal period is not provided;

14
15 d. California Industrial Welfare Commission Wage Order No. 9 Section 7(A)(3), as
16 codified under Title 8 of the California Code of Regulations Section 11090, which
17 requires an employer to maintain records documenting its employees' meal periods;

18
19 e. California Industrial Welfare Commission wage order No. 9 Section 20(A), as
20 codified under California Code of Regulations Section 11090, which penalizes the
21 employer \$50.00 for each initial violation, per employee, of any provision of the
22 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

23
24 f. California Labor Code section 1171 and 1173, which have given the California
25 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 9)
26 as enforceable law.

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1 84. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
2 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
3 take a second relieved meal break after ten (10) hours of work, as required by California law.
4 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
5 9, as codified under California Code of Regulations Section 11090 et. seq. requires that
6 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
7 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
8 duty. California Labor Code section 226.7 provides that employers may not require their
9 employees to work through their meal periods. California Labor Code section 226.7 and
10 California Code of Regulations section 11090 requires that if the employer fails to provide the
11 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
12 of pay for each workday that the meal period is not given.
13

14 85. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
15 regulations, and wage orders alleged in this cause of action along with any allowable interest,
16 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
17 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
18

19 86. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
20 fees as well as interest under Labor Code section 218.6.

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

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PRIVATE ATTORNEYS GENERAL ACT

(Against all Named Defendants and all DOE Defendants)

93. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former employees, which include all hourly, non-exempt employees who worked for Defendant in the state of California during

1 the relevant PAGA period.

2 94. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
3 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
4 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

5 95. Plaintiff therefore has exhausted all administrative remedies required of him under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code.

9 96. California Labor Code section 2699 et seq. imposes penalties upon culpable
10 Defendants for violating the Labor Code.

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

19 98. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
20 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
21 seeking individual/victim specific relief or underpaid wages under this particular cause of
22 action.

23 99. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
24 the following:

25 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 221,
26 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via 2698
27 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Orders
28

(Order no. 9) violated based on the facts alleged in this Complaint.

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

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

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

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

103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, use of personal cell phones and battery chargers for work purposes when IDELIVER's own devices were not operating.

104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code section 2802.

THIRTEENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL RECORDS

(Plaintiff against all named defendants and all DOE defendants)

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

1 106. Labor Code section 1198.5 dictates “every current and former employee, or his or her
2 representative, has the right to inspect and receive a copy of the personnel records that the
3 employer maintains relating to the employee’s performance or to any grievance concerning the
4 employee.”

5 107. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer
6 shall make the contents of those personnel records available for inspection to the current or
7 former employee, or his or her representative, at reasonable intervals and at reasonable
8 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
9 personnel records when requested by Plaintiff via letter on September 30, 2021, as required by
10 law. Plaintiff requested his personnel records in accordance with California Labor Code
11 section 1198.5(k) on September 30, 2021, via U.S. certified mail, return receipt requested. .
12

13 108. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
14 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
15 suffered and continues to suffer substantial losses related to Defendants' failure to provide
16 personnel records.

17 109. Plaintiff seeks all available remedies for Defendants’ violations including, but not
18 limited penalties, and costs to the extent permitted by law and according to proof at trial.
19 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
20 in the amount of \$750.00, along with costs and attorney’s fees.
21

22 **FOURTEENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE PAY RECORDS**

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

25 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.
27
28

1 111. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current
2 and former employees the right to inspect or copy records pertaining to their employment,
3 upon reasonable request to the employer...”

4 112. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who
5 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
6 pertaining to a current or former employee shall comply with the request as soon as
7 practicable, but no later than 21 calendar days from the date of the request.” On information
8 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
9 by Plaintiff via certified letter, return receipt requested, on September 30, 2021, and as required
10 by law. Plaintiff requested his pay records in accordance with California Labor Code section
11 226 on September 30, 2021, via certified mail. Defendant failed to provide Plaintiff with an
12 opportunity to inspect or copy his pay records within 21 days.
13

14 113. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
15 continues to suffer substantial losses related to Defendants' failure to provide pay records.
16 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
17 in the amount of \$750.00, along with costs and attorney’s fees.
18

19 114. Plaintiff seeks all available remedies for Defendants’ violations including, but not
20 limited penalties, and costs to the extent permitted by law and according to proof at trial.
21

22 **FIFTEENTH CAUSE OF ACTION**

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

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

25 **(Plaintiff against Defendant IDELIVER ON TIME LLC and all DOE defendants)**

26 115. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 114, inclusive, of this Complaint as though fully set forth herein.
28

1 116. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
2 constitutes unfair and unlawful business practices under California Business and Professions
3 Code Section 17200, et seq.

4 117. Defendant's violations of California labor laws constitutes a business practice because
5 it was done repeatedly over a significant period of time in a systematic manner that was
6 detrimental to Plaintiff and other similarly situated aggrieved employees.

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

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

- 13 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
- 14 2. For damages for overtime not paid to Plaintiff in an amount subject to proof at trial;
- 15 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
16 subject to proof at trial;
- 17 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
18 proof at trial;
- 19 5. For restitution and disgorgement for all unfair business practices by corporate
20 Defendants against Plaintiff in an amount subject to proof at trial;
- 21 6. For an order enjoining corporate Defendants from further unfair and unlawful business
22 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 23 7. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
24 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 25 8. For special, liquidated, and consequential damages to the extent allowed by law;
- 26 9. For maximum civil penalties available under the Labor Code and applicable Wage
27 Order against Defendants as described more particularly in the Complaint and
28

representative PAGA claims;

10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
11. For the imposition of civil penalties and/or statutory penalties;
12. For multiple damages as specifically provided in California Business and Professions Code section 17200 et seq., according to proof;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the Labor Code generally; and/or other applicable laws; and
16. For such other and further relief as this Court may deem proper.

DATED: January 4, 2022

MESSRELIAN LAW INC.

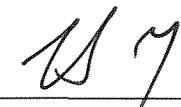
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Carlos Wilder

DEMAND FOR JURY TRIAL

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

DATED: January 4, 2022

MESSRELIAN LAW, INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Carlos Wilder