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8 Attorneys for Plaintiff,
 9 GABRIEL ORTIZ, on behalf
 10 of himself and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

GABRIEL ORTIZ, on behalf of himself and
 all others similarly situated

Plaintiffs,

v.

KONOIKE-PACIFIC CALIFORNIA, INC., a
 California corporation; REAL TIME
 STAFFING SERVICES, LLC, dba SELECT
 STAFFING, a California limited liability
 company; and DOES 1 through 100, Inclusive

Defendants.

CASE NO.: 21STCV35262

CLASS ACTION COMPLAINT FOR
 DAMAGES AND RESTITUTION

1. FAILURE TO PAY OVERTIME WAGES;
 2. FAILURE TO PAY MINIMUM WAGES;
 3. FAILURE TO PROVIDE MEAL PERIODS;
 4. FAILURE TO PROVIDE REST PERIODS;
 5. FAILURE TO PAY ALL WAGES UPON TERMINATION;
 6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS; and
 7. UNFAIR COMPETITION
- DEMAND FOR JURY TRIAL

COMES NOW plaintiff GABRIEL ORTIZ (hereinafter “Mr. Ortiz” and/or
“Plaintiff”) on behalf of himself and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure §382, on behalf of Plaintiff and all other current and former similarly situated employees employed by or formerly employed by KONOIKE-PACIFIC CALIFORNIA, INC. (“Konoike-Pacific”) and REAL TIME STAFFING SERVICES, LLC, dba SELECT STAFFING (“Select Staffing”), and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), within the State of California.

2. For at least four (4) years prior to the filing of this action and through to the present Defendants have had a pattern and practice of failing to pay wages, including overtime wages, on multiple occasions to Plaintiff and other non-exempt employees in the State of California, as a result of, including but not limited to, Defendants’ pattern and practice of unevenly rounding hours worked.

3. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a pattern and practice of failing on multiple occasions to provide Plaintiff and other similarly situated employees or former employees within the State of California a thirty (30) minute uninterrupted meal period for days on which the employees worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours in a work day, and failing to provide compensation at the regular rate of pay for such unprovided meal periods as required by California wage and hour laws.

4. For at least for (4) years prior to the filing of this action and continuing to the present, Defendants have had a pattern and practice of failing on multiple occasions to provide Plaintiff and similarly situated employees or former employees within the State of California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to provide compensation at the regular rate of pay for such unprovided rest periods as required by

1 California wage and hour laws.

2 5. For at least for (4) years prior to the filing of this action and continuing
3 through the present, Defendants have failed to pay Plaintiff and other similarly situated employees
4 the full amount of their wages owed to them upon termination and/or resignation as required by
5 Labor Code §§ 201 or 202.

6 6. For at least for (4) years prior to the filing of this action and continuing
7 through the present, Defendants have failed to issue Plaintiff and other similarly situated
8 employees with compliant accurate wage statements as required by Labor Code § 226.

9 7. Plaintiff, on behalf of himself and all other similarly situated employees, brings this
10 action pursuant to, including but not limited to, California Labor Code §§ 200, 201, 202, 203, 226,
11 226.7, 510, 512, 1194, 1194.2, 1197 and California Code of Regulations, Title 8, §11070, seeking
12 overtime and minimum wages, liquidated damages, premium wages for missed meal and rest
13 periods, penalties and reasonable attorney's fees and costs.

14 8. Plaintiff, on behalf of himself and all other similarly situated employees, pursuant
15 to California Business & Professions Code §§17200-17208 also seeks all monies owed but
16 withheld and retained by Defendants to which Plaintiff and members of the Class are entitled.

17 **PARTIES**

18 **A. Plaintiff**

19 9. Venue as to each defendant is proper in this judicial district, pursuant to California
20 Code of Civil Procedure §395. Defendants operate and do business in California, and each
21 defendant is within the jurisdiction of this court for service of process purposes. The unlawful acts
22 alleged herein have a direct effect on Plaintiff and those similarly situated within the State of
23 California. Defendants employ numerous Class Members in the State of California.

24 10. Plaintiff, Mr. Ortiz, is a resident of the State of California. At all relevant times
25 herein, he has been employed by Defendants as a non-exempt employee in California.

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1 **B. Defendants**

2 11. Defendant, Konoike-Pacific, a California corporation, provides freezer and chilled
3 storage and handling services within the State of California. Defendant, Konoike-Pacific
4 employed Plaintiff and similarly situated persons within the State of California.

5 12. Defendant, Select Staffing, a California limited liability company, provides
6 employment staffing services. Select Staffing employed Plaintiff and similarly situated persons
7 within the State of California.

8 13. Plaintiff is informed and believes that Defendants are joint employers in that they
9 both employed Plaintiff and similarly situated employees at the same time and were operating as a
10 joint enterprise at all relevant time periods.

11 14. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to
13 Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure
14 §474. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants
15 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
16 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
17 capacities of the defendants designated hereinafter as DOES when such identities become known.

18 15. Plaintiff is informed and believes, and based thereon alleges, that each defendant
19 acted in all respect pertinent to this action as the agent of the other defendant, carried out a joint
20 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
21 legally attributable to the other defendants.

22 **FACTUAL BACKGROUND**

23 16. Plaintiff and other similarly situated employees have not been paid wages,
24 including overtime wages, for all time worked on multiple occasions, as a result of Defendants'
25 pattern and practice of unevenly rounding time worked by their employees.

26 17. Defendants have had a pattern and practice of on multiple occasions failing to
27 provide Plaintiff and other similarly situated employees or former employees within the State of
28 California a thirty (30) minute uninterrupted meal period for days on which the employees worked

1 more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods
2 for days on which the employees worked in excess of ten (10) hours in a work day, and on
3 multiple occasions failing to provide compensation at the regular rate of pay for such unprovided
4 meal periods.

5 18. Defendants have had a pattern and practice of on multiple occasions failing to
6 provide Plaintiff and similarly situated employees or former employees within the State of
7 California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
8 thereof and on multiple occasions failing to provide compensation at the regular rate of pay for
9 such unprovided rest periods as required by California wage and hour laws.

10 19. Plaintiff and other similarly situated employees or former employees at all times
11 pertinent hereto were not exempt from the overtime and meal and rest break provisions of
12 California law, and the implementing rules and regulations of the IWC California Wage Orders.

13 20. Defendants have failed to comply with Labor Code §§ 201, 202 and 203, in that at
14 the time Plaintiff's employment and the employment of other former employees of Defendants
15 ended, Defendants willfully failed to pay overtime wages, minimum wages, and one hour of wages
16 in lieu of each unprovided or interrupted meal period and unprovided rest period as described
17 herein.

18 21. Defendants have failed to comply with Labor Code §226 on multiple occasions by
19 not furnishing employees with itemized wage statements at the time of each payment of wages and
20 by not providing itemized wage statements accurately showing, including but not limited to,
21 identity of employing entities, total hours worked during the pay period and premiums for meal
22 and rest period violations.

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1 **CLASS ACTION ALLEGATIONS**

2 22. Plaintiff brings this action on behalf of himself, and all others similarly situated,
3 as a class action pursuant to California Code of Civil Procedure §382. Plaintiff seeks to represent
4 five Classes composed of and defined as follows:

5 **Non-Exempt Employee Class**

6 All current and former employees of Defendants within the State of California at
7 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
8 until the time that notice of the class action is provided to the class (collectively
referred to as "Non-Exempt Employee Class").

9 **Meal Period Class**

10 All current and former employees of Defendants within the State of California at
11 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
until the time that notice of the class action is provided to the class, who worked
shifts of 5 hours or more (collectively referred to as "Meal Period Class").

12 **Rest Period Class**

13 All current and former employees of Defendants within the State of California at
14 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
until the time that notice of the class action is provided to the class, who worked
shifts of 4 hours or more (collectively referred to as "Rest Period Class").

15 **Late Pay Class**

16 All former employees of Defendants within the State of California at any time
17 commencing three (3) years preceding the filing of Plaintiff's complaint up until the
18 time that notice of the class action is provided to the class, who did not receive all
their wages upon termination and or resignation of their employment (collectively
referred to as "Late Pay Class").

19 **Wage Statement Class**

20 All current and former employees of Defendants within the State
21 of California, to whom, at any time commencing one (1) year
22 preceding the filing of Plaintiff's complaint up until the time that
notice of the class action is provided to the class, were provided with
wage statements (collectively referred to as "Wage Statement Class").

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24 23. Plaintiff reserves the right under California Rules of Court Rule 3.765(b), to amend
25 or modify the class description with greater specificity or further division into subclasses or
26 limitation to particular issues.

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1 24. This action has been brought and may properly be maintained as a class action
2 under the provisions of California Code of Civil Procedure §382 because there is a well-defined
3 community of interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 25. The potential members of the Class as defined are so numerous that joinder of all
6 the members of the Class is impracticable. While the precise number of Class Members has not
7 been determined at this time, Plaintiff is informed and believes that there are at least one hundred
8 Class Members employed by Defendants within the State of California.

9 26. Accounting for employee turnover during the relevant periods necessarily increases
10 this number. Plaintiff alleges Defendants' employment records would provide information as to
11 the number and location of all Class Members. Joinder of all members of the proposed Class is
12 not practicable.

13 **B. Commonality**

14 27. There are questions of law and fact common to Class Members. These common
15 questions include, but are not limited to:

- 16 (1) Did Defendants violate Labor Code §1194 by not compensating Class
17 Members overtime wages?
- 18 (2) Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class
19 Members minimum wages for all hours worked?
- 20 (3) Did Defendants violate Labor Code § 512 by not providing Class Members
21 with meal periods?
- 22 (4) Did Defendants violate Labor Code § 226.7 by not providing Class
23 Members additional wages for missed or interrupted meal periods?
- 24 (5) Did Defendants violate Labor Code §226.7 by not providing Class Members
25 additional wages for missed rest periods?
- 26 (6) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?
- 28 (7) Are Defendants liable to Class Members for penalty wages under Labor

Code § 203?

(8) Did Defendants violate Labor Code § 226(a) by not furnishing Class Members with accurate wage statements?

(9) Did Defendants violate Labor Code § 2802 by not reimbursing Class Members for business related expenses?

(10) Did Defendants violate the Unfair Competition Law, Business and Professions Code §17200, *et seq.*, by its unlawful practices as alleged herein?

(11) Are Class Members entitled to restitution of penalty wages under Business and Professions Code § 17203?

(12) Are Class Members entitled to attorney's fees?

(13) Are Class Members entitled to interest?

C. Typicality

28. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any member of the classes, and the relief sought is typical of the relief which would be sought by each of the members of the classes in separate actions. Plaintiff and all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

29. Plaintiff will fairly and adequately represent and protect the interests of the members of the Classes. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

30. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to

1 recovery by reason of Defendants' illegal pattern and practice of failing to pay overtime wages,
2 failing to pay minimum wages, failing to provide meal and rest breaks or compensation in lieu
3 thereof, failing to provide accurate itemized wage statements, failing to pay all wages due upon
4 termination and/or resignation, as described herein.

5 31. Class action treatment will allow those similarly situated persons to litigate their
6 claims in the manner that is most efficient and economical for the parties and the judicial system.
7 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
8 action that would preclude its maintenance as a class action.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME WAGES**

11 **(By Plaintiff and the Class Against All Defendants)**

12 32. Plaintiff realleges and incorporates by reference all of the allegations contained in
13 the preceding paragraphs of this Complaint as though fully set forth herein.

14 33. At all times relevant to this complaint, California Labor Code §510 was in effect
15 and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight
16 hours in one workday and any work in excess of forty hours in any one workweek . . . shall be
17 compensated at the rate of no less than one and one-half times the regular rate of pay for an
18 employee."

19 34. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class worked
20 for Defendants during shifts that consisted of more than eight hours in a work day and/or more
21 than forty hours in a work week and on multiple occasions these employees have not been paid
22 overtime wages as a result of Defendants' pattern and practice of unevenly rounding time worked.

23 35. Accordingly, by requiring Plaintiff and Non-Exempt Employee Class to work in
24 excess of eight hours per day and/or forty hours per week and without properly compensating
25 overtime wages, as described herein, Defendants willfully violated the provisions of Labor Code
26 §1194.

27 36. As a result of the unlawful acts of Defendants, Plaintiff and the Non-Exempt
28 Employee Class have been deprived of overtime wages in an amounts to be determined at trial,

1 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees,
2 and costs, pursuant to Labor Code §§1194 and 1199; Code of Civil Procedure §1021.5; and Civil
3 Code §3287.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **(By Plaintiff and the Class Against All Defendants)**

7 37. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs of this Complaint as though fully set forth herein.

9 38. At all relevant times, Plaintiff and the members of the Non-Exempt Employee
10 Class were employees of Defendants covered by Labor Code §1197 and applicable Wage Orders.

11 39. Pursuant to Labor Code §1197 and applicable Wage Orders, Plaintiff and the
12 members of the Non-Exempt Employee Class were entitled to receive minimum wages for all
13 hours worked.

14 40. At all times herein mentioned, to the extent that Plaintiff and Non-Exempt
15 Employee Class worked for Defendants during shifts that were less than eight hours in a work day
16 and/or less than forty hours in a work week, on multiple occasions these employees have not been
17 paid minimum wage as a result of Defendants' pattern and practice of unevenly rounding time
18 worked.

19 41. Defendants failure to pay Plaintiff and members of the Non-Exempt Employee
20 Class minimum wages for all hours worked, as described herein, is in violation of Labor Code
21 §1197 and applicable Wage Orders. As a result of Defendants' pattern and practice, Plaintiff and
22 members of the Non-Exempt Employee Class have suffered damages in an amount, subject to
23 proof, to the extent they were not paid minimum wages for all hours worked.

24 42. Pursuant to Labor Code §§ 1194 and 1194.2 Plaintiff and members of the Non-
25 Exempt Employee Class are entitled to recover the full amount of unpaid minimum wages,
26 prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(By Plaintiff and the Class Against All Defendants)**

4 43. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs of this Complaint as though fully set forth herein.

6 44. Pursuant to Labor Code §512, no employer shall employ an employee for a work
7 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in
8 which the employee is relieved of all of his or her duties. Furthermore no employer shall employ
9 an employee for a work period of more than ten (10) hours per day without providing the
10 employee with a second meal period of not less than thirty (30) minutes in which the employee is
11 relieved of all of his or her duties. Plaintiff and other members of the Meal Period Class were on
12 multiple not provided with requisite meal periods as contemplated under the law since employees
13 would be prevented and discouraged from taking their meal periods.

14 45. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
15 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
16 Commission, the employer shall pay the employee one additional hour of pay at the employee's
17 regular rate of compensation for each work day that the meal period or rest period is not provided.

18 46. By their failure to provide Plaintiff and members of the Meal Period Class with the
19 meal periods contemplated by California law, and failing to provide compensation for such
20 unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor
21 Code §512 and applicable Wage Orders.

22 47. As a result of Defendants' unlawful conduct Plaintiffs and the other members of the
23 Meal Period Class have suffered damages in an amount, subject to proof, to the extent they were
24 not paid additional pay owed for missed meal periods.

25 48. Plaintiff and the other members of the Meal Period Class are entitled to recover the
26 full amount of their unpaid additional pay for missed meal periods. Pursuant to Code of Civil
27 Procedure §1021.5, Plaintiff and the other members of the Meal Period Class are entitled to
28 recover reasonable attorney's fees and costs of suit.

49. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Meal Period Class are entitled to recover prejudgment interest on the additional pay owed for missed meal periods.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(By Plaintiff and the Class Against All Defendants)

50. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

51. California law and applicable Wage Orders require that employers “authorize and permit” employees to take paid 10 minute rest periods in about the middle of each 4-hour work period “or major fraction thereof.” Accordingly, employees who work shifts of 3 ½ to 6 hours must be provided 10 minutes of paid rest period, employees who work shifts of more than 6 and up to 10 hours must be provided with 20 minutes of paid rest period, and employees who work shifts of more than 10 hours must be provided 30 minutes of paid rest period. Plaintiff and other members of the Rest Period Class on multiple occasions were not provided with requisite rest periods as contemplated under the law.

52. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period or rest period is not provided.

53. By their failure to provide Plaintiff and other members of the Rest Period Class with the rest periods contemplated by California law, and failing to provide compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code §226.7 and applicable Wage Orders.

54. As a result of Defendants' unlawful conduct Plaintiff and the other members of the Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed rest periods.

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55. Plaintiff and the other members of the Rest Period Class are entitled to recover the full amount of their unpaid additional pay for missed rest periods. Pursuant to Code of Civil Procedure §1021.5, Plaintiff and the other members of the Rest Period Class are entitled to recover reasonable attorney's fees and costs of suit.

56. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Rest Period Class are entitled to recover prejudgment interest on the additional pay owed for missed rest periods.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(By Plaintiff and the Class Against All Defendants)

57. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

58. At all relevant times, Plaintiff and other members of the Late Pay Class were employees of Defendants covered by Labor Code §§ 201 and 202.

59. Pursuant to Labor Code §§ 201 or 202, Plaintiff and other members of the Late Pay Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employers were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

60. Defendants failed to pay Plaintiff and other members of the Late Pay Class all wages earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202. Plaintiff and other members of the Late Pay Class are informed and believe and thereon allege that within the applicable limitations period, Defendants had a pattern and practice of not paying upon termination, the wages owed to them as a consequence of overtime, minimum wage, and meal and rest period violations, as described herein.

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1 61. Defendants' failure to pay Plaintiff and members of the Late Pay Class all wages
2 earned prior to termination in accordance with Labor Code §§ 201 and 202 was wilful.
3 Defendants had the ability to pay all wages earned by Plaintiff and other members of the Late Pay
4 Class at the time of termination in accordance with Labor Code §§ 201 and 202, but intentionally
5 adopted policies or practices incompatible with the requirements of Labor Code §§ 201 and 202.

6 62. Pursuant to Labor Code §§ 201 and 202 Plaintiff and other members of the Late
7 Pay Class are entitled to all wages earned prior to termination that Defendants failed to pay them.

8 63. Pursuant to Labor Code § 203, Plaintiff and other members of the Late Pay Class
9 are entitled to penalty wages from the date they earned and unpaid wages were due, upon
10 termination, until paid, up to a maximum of 30 days.

11 64. As a result of Defendants' unlawful conduct Plaintiff and other members of the
12 Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not
13 paid for all wages earned prior to termination.

14 65. As a result of Defendants' unlawful conduct Plaintiff and the other members of the
15 Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not
16 paid all penalty wages owed under Labor Code § 203.

17 66. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the other members of the
18 Late Pay Class are entitled to recover the full amount of their unpaid wages, penalty wages under
19 Labor Code § 203, reasonable attorney's fees, and costs of suit. Pursuant to Labor Code § 218.6 or
20 Civil Code § 3287(a), Plaintiff and the other members of the Late Pay Class are entitled to recover
21 prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

3 **(By Plaintiff and the Class Against All Defendants)**

4 67. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs of this Complaint as though fully set forth herein.

6 68. At all relevant times, Plaintiff and the other members of the Wage Statement Class
7 were employees of Defendants covered by Labor Code § 226.

8 69. Pursuant to Labor Code § 226(a), Plaintiff and the other members of the Wage
9 Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages,
10 an accurate itemized statement showing total hours worked, name and address of employing entity,
11 gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period
12 and the corresponding number of hours worked at each hourly rate by the employee.

13 70. Defendants failed to provide Plaintiff and the other members of the Wage
14 Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

15 71. Plaintiff and the other members of the Wage Statement Class are informed and
16 believe and thereon allege that at all relevant times, Defendants maintained and continue to
17 maintain a policy and practice of not furnishing a wage statement at the time of each payment of
18 wages.

19 72. Plaintiff and the other members of the Wage Statement Class are informed and
20 believe and thereon allege that at all relevant times, Defendants maintained and continue to
21 maintain a policy and practice of issuing wage statements that do not show, including but not
22 limited to, all hours worked, pay due and owing for meal and rest break law violations and identity
23 of all employing entities, as described herein. Defendants' practices resulted and continue to result
24 in, the issuance of Wage Statements to Plaintiff and other members of the Class that do not comply
25 with the itemization requirements.

26 73. Defendants' failure to provide Plaintiff and other members of the Wage Statement
27 Class with accurate Wage Statements was knowing and intentional. Defendants had the ability to
28 provide Plaintiff and the other members of the Wage Statement Class with accurate Wage

1 Statements, but intentionally provided wage statements that Defendants knew were not accurate.

2 74. As a result of Defendants' unlawful conduct, Plaintiff and the other members of the
3 Wage Statement Class have suffered injury. The absence of accurate information on their wage
4 statements has delayed timely challenge to Defendants' unlawful pay practices, requires discovery
5 and mathematical computations to determine the amount of wages owed, causes difficulty and
6 expense in attempting to reconstruct time and pay records, and led to submission of inaccurate
7 information about wages and amounts deducted from wages to state and federal government
8 agencies.

9 75. Pursuant to Labor Code § 226(e) Plaintiff and other members of the Wage
10 Statement Class are entitled to recover \$50 for the initial pay period during the period in which
11 violation of Labor Code § 226 occurred and \$100 for each violation of Labor Code § 226 in a
12 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee.

13 76. Pursuant to Labor Code § 226(e) and § 226(g), Plaintiff and the other members of
14 the Wage Statement Class were entitled to recover the full amount of penalties due under Labor
15 Code § 226(e) reasonable attorney's fees and costs of suit.

16 SEVENTH CAUSE OF ACTION

17 UNFAIR COMPETITION

18 (By Plaintiff and Class Members Against All Defendants)

19 77. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs of this Complaint as though fully set forth herein.

21 78. The unlawful conduct of Defendants alleged herein constitutes unfair competition
22 within the meaning of Business & Professions Code § 17200. Due to their unlawful business
23 practices in violation of the Labor Code, Defendants have gained a competitive advantage over
24 other comparable companies doing business in the state of California that comply with their
25 obligations to compensate employees in accordance with the Labor Code.

26 79. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
27 similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiff
28 and similarly situated Class Members have been deprived from not being compensated overtime

1 wages, from not being compensated minimum wages, and from not being provided with meal and
2 rest breaks or compensation in lieu thereof, as described herein.

3 80. Pursuant to Business & Professions Code § 17203 Plaintiff and similarly situated
4 Class Members are entitled to restitution of all wages and other monies owed to them under the
5 Labor Code, including interest thereon, in which they had a property interest which Defendants
6 failed to pay them but withheld and retained for themselves. Restitution of the money owed to
7 Plaintiff and similarly situated Class Members is necessary to prevent Defendants from becoming
8 unjustly enriched by their failure to comply with the Labor Code.

9 81. Plaintiff and similarly situated Class Members are entitled to recover reasonable
10 attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil
11 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

12 PRAYER

13 WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for
14 judgment against Defendants as follows:

15 A. An order certifying that Plaintiff may pursue his claims against Defendants as a
16 class action on behalf of the Class Members;

17 B. An order appointing Plaintiff as Class representative and appointing Plaintiff's
18 counsel as class counsel;

19 C. Penalties for inaccurate wage statements under Labor Code §226(e);

20 D. Damages for unpaid wages under Labor Code §§201 or 202;

21 E. Damages for unpaid penalty wages under Labor Code §203;

22 F. Damages for unpaid wages for missed meal periods under Labor Code §226.7;

23 G. Damages for unpaid wages for missed rest periods under Labor Code §226.7;

24 H. Damages for minimum wages;

25 I. Damages for premium wages;

26 J. Liquidated damages for unpaid minimum wages;

27 K. Damages for unpaid overtime wages under Labor Code §1194;

28 L. Restitution under Business and Professions Code §17203;

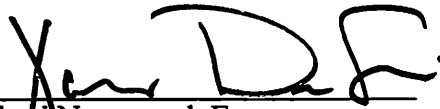
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- M. Pre-judgment interest;
- N. Costs;
- O. Reasonable attorney's fees; and
- P. Such other and further relief as the Court deems just and proper.

DATED: September 22, 2021

THE NOURMAND LAW FIRM, APC

By:



Michael Nourmand, Esq.
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Attorneys for Plaintiff