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 JULIO ARELLANO

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

JULIO ARELLANO an individual,  
  
 Plaintiff,

v.

UNIVERSAL PROTECTION SERVICE, LP, a  
 California limited partnership; UNIVERSAL  
 PROTECTION GP, INC., a Delaware  
 corporation; UNIVERSAL PROTECTION  
 DEFENSE SERVICE, LP, a California limited  
 partnership; ALLIED UNIVERSAL  
 SECURITY, an entity of unknown form;  
 ALLIED UNIVERSAL SECURITY  
 SERVICES, an entity of unknown form; and  
 DOES 1 through 20, inclusive,

Defendants.

Case No. **22STCV04122**

**COMPLAINT FOR DAMAGES FOR:**

- 1. RETALIATION (LAB. CODE §98.6);**
- 2. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 3. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 4. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 5. FAILURE TO PROVIDE MEAL PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS) (I.W.C. WAGE ORDER NO. 4-2001, CAL. LABOR CODE §§512, 226.7);**
- 6. FAILURE TO PROVIDE REST PERIODS (FAILURE TO PAY WAGES FOR MISSED REST PERIODS) (I.W.C. WAGE ORDER NO. 4-2001, CAL. LABOR CODE §§226.7);**
- 7. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 8. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**

**9. PRIVATE ATTORNEY GENERAL ACT  
(CAL. LABOR CODE §2699, ET SEQ)**

**DEMAND OVER \$25,000**

**[DEMAND FOR JURY TRIAL]**

**COMES NOW PLAINTIFF, JULIO ARELLANO,** and for causes of action against the Defendants and each of them, alleges as follows:

**JURISDICTION**

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

**THE PARTIES**

2. Plaintiff, JULIO ARELLANO, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant UNIVERSAL PROTECTION SERVICE, LP (hereinafter referred to as "UPS") was and is a California limited partnership doing business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant UNIVERSAL PROTECTION GP, INC. (hereinafter referred to as "UPGP") was and is a Delaware corporation doing business in the County of Los Angeles, State of California.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant UNIVERSAL PROTECTION DEFENSE SERVICE, LP (hereinafter referred to as "UPDS") was and is a California limited partnership doing business in the County of Los Angeles, State of California.

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1           6.       Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
2 hereto, Defendant ALLIED UNIVERSAL SECURITY (hereinafter referred to as "AUS") is an entity of  
3 unknown form doing business in the County of Los Angeles, State of California.

4           7.       Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
5 hereto, Defendant ALLIED UNIVERSAL SECURITY SERVICES (hereinafter referred to as "AUSS")  
6 is an entity of unknown form doing business in the County of Los Angeles, State of California.

7           8.       UPS, UPGP, UPDS, AUS, and AUSS are hereinafter referred to as "Employers" or  
8 "Defendants".

9           9.       Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
10 hereto, Employers owned and operated a Security Services company.

11          10.       At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint  
12 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),  
13 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more  
14 persons and are therefore subject to the jurisdiction of this Court.

15          11.       At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint  
16 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare  
17 Commission Order No. 4-2001 and are each an "employer or other person acting on behalf of an  
18 employer" as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that  
19 basis.

20          12.       The true names and capacities, whether individual, corporate, associate, or otherwise, of  
21 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore  
22 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to  
23 insert the true names and capacities of said Defendants when the same become known to Plaintiff.  
24 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named  
25 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as  
26 alleged hereinafter.

27          13.       Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
28 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,

1 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the  
2 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part  
3 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,  
4 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

5 14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each  
6 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit  
7 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the  
8 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code  
9 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and  
10 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed  
11 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,  
12 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and  
13 actually causing Plaintiff harm.

14 15. Whenever and wherever reference is made in this complaint to any act or failure to act by  
15 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts  
16 and/or failures to act by each Defendant acting individually, jointly and severally.

17  
18 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

19 16. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity  
20 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of  
21 defendants have ceased to exist.

22 17. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of  
23 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,  
24 but not limited to because:

25 a. Employers are completely dominated and controlled by one another and DOES 1-  
26 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who  
27 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or  
28 accomplish some other wrongful or inequitable purpose.

1           b.       Employers and DOES 1-20 derive actual and significant monetary benefits by and  
2 through one another's unlawful conduct, and by using one another as the funding source for their own  
3 personal expenditures.

4           c.       Employers and DOES 1-20, while really one and the same, were segregated to  
5 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or  
6 accomplishing some other wrongful or inequitable purpose.

7           d.       Employers do not comply with all requisite corporate formalities to maintain a  
8 legal and separate corporate existence.

9           e.       The business affairs of Employers and DOES 1-20 are, and at all times relevant  
10 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in  
11 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and  
12 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and  
13 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of  
14 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from  
15 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate  
16 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice  
17 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

18       18.       Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the  
19 fiction of their separate corporate existence must be disregarded.

20       19.       As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
21 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint  
22 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services  
23 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants  
24 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which  
25 Defendants' business was and is conducted.

26       20.       Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and  
27 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of  
28 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other

1 Defendants, (2) the transaction between Employer sand/or DOES 1-20 and the other Defendants amounts  
2 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere  
3 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for  
4 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES  
5 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

6  
7 **FACTUAL ALLEGATIONS**

8 21. On or about July 22, 2019, Plaintiff began working for Employers as a Security Officer.  
9 Plaintiff was and is a non-exempt, full-time employee, of Employers.

10 22. Between July 1, 2019, and the present, Plaintiff's hourly wage rate was and is \$16.62.  
11 During this time period, Plaintiff's fixed schedule was and is five days per week for approximately 9  
12 hours per day.

13 23. Plaintiff worked approximately 1 or 2 hours each week but was not paid for these hours  
14 at all, not even the requisite minimum wage.

15 24. Plaintiff worked approximately 1 or 2 overtime hours each week but was not paid the  
16 requisite overtime rate.

17 25. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-  
18 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff  
19 worked.

20 26. Throughout Plaintiff's employment, Plaintiff was also not permitted to, and not advised  
21 of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial  
22 portion thereof.

23 27. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate  
24 paystubs that did not comply with Labor Code §226, because the paystubs failed to show the number of  
25 hours worked by Plaintiff, failed to show pay for missed meal and rest periods, failed to show Defendants'  
26 address, failed to show Plaintiff's available sick hours, as well as failed to show the true amount of wages  
27 earned and owed to Plaintiff.

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1           28.     In or around November 2019, Plaintiff filed a complaint to Defendants regarding hours  
2 worked. However, Defendants failed to address Plaintiff's concerns, and nothing was done to correct the  
3 situation.

4           29.     Subsequently, in or about February 2020, Defendants subjected Plaintiff to retaliation  
5 because of his complained concerning his work hours. Plaintiff's Supervisor, Abdul Frotan, began giving  
6 Plaintiff write-ups for fabricated incidents, because Plaintiff engaged in protected activity.

7           30.     Further in or about April 2020, and on or about August 18, 2020, Plaintiff was also  
8 disciplined by Supervisor Abdul Frotan because of Plaintiff's complaints concerning his work hours.

9           31.     Plaintiff was discriminated and/or retaliated by Defendants as a result of Plaintiff's  
10 complaints about not being paid all wages due, not receiving meal and/or rest breaks, and exercising  
11 Plaintiff's right to take meal and/or rest breaks. Defendants' retaliatory animus is evidenced by, *inter*  
12 *alia*, the immediate write-ups and discipline Plaintiff suffered after he brought up his rights under the  
13 Labor Code.

14           32.     As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,  
15 commissions, benefits and loss or diminution of earning capacity, attorneys' fees, and costs of suit, plus  
16 interest.

17  
18                   **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19           33.     At all relevant times, PAGA was applicable to Plaintiff and his employment with  
20 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce  
21 Development Agency ("LWDA").

22           34.     Plaintiff and other employees of Defendants are "aggrieved employees" as defined by  
23 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged  
24 violations were committed against them.

25           35.     On or about September 9, 2021, Plaintiff gave written notice of Defendants' violations of  
26 various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA  
27 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

28     ///

1           36.     The LWDA did not provide notice of its intention to investigate Defendants' violations  
2 within 65 calendar days of the September 9, 2021 notice.

3           37.     In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover  
4 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor  
5 Code §§ 98.6, 201-203, 226 *et seq.*, 510, 512, 558, 1102.5, 1194.

6  
7                                   **FIRST CAUSE OF ACTION**

8                                   **RETALIATION LABOR CODE §98.6**

9                                   **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

10          38.     Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as  
11 though set forth in full herein.

12          39.     Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an  
13 employee for political activities; for complaining that he or she is owed unpaid wages, for  
14 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,  
15 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's  
16 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for  
17 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private  
18 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus,  
19 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating  
20 against an employee who, among other things, has exercised her or her rights under that Chapter,  
21 including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed  
22 unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code  
23 §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten  
24 thousand dollars (\$10,000.00) for each violation of that section.

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1           40. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff reprimanded,  
2 discriminated, and unjustly disciplined as a result of Plaintiff's complaints about not being paid all wages  
3 due, not receiving meal and/or rest breaks, and exercising Plaintiff's right to take meal and/or rest breaks.  
4 Defendants' retaliatory animus is evidenced by, *inter alia*, the immediate adverse actions against Plaintiff  
5 when bringing up his rights under the Labor Code.

6           41. Defendants' conduct described herein was undertaken, authorized, and/or ratified by  
7 Defendants, and Defendants' officers and/or managing agents, including, and those identified herein as  
8 DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for  
9 Defendants. The aforementioned conduct of said managing agents and individuals was therefore  
10 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and  
11 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by  
12 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified  
13 and designated herein as DOES 1-20, inclusive.

14           42. As a result of Defendants' actions, Plaintiffs is entitled to a civil penalty not to exceed  
15 \$10,000.00 for each of Defendants' violations of Labor Code §§ 98.6, 1102.

16           43. Because the acts taken toward Plaintiff were carried out by managerial employees acting  
17 in a deliberate, cold, callous, cruel, and intentional manner, in conscious disregard of Plaintiff's rights  
18 and in order to injure and damage them, Plaintiff requests that punitive damages be levied against  
19 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

20  
21                                   **SECOND CAUSE OF ACTION**

22                                   **FOR FAILURE TO PAY WAGES DUE**

23                                   **LABOR CODE §§201, 1182.12, 1194, 1194.2**

24                                   **AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE**

25           44. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as  
26 though set forth in full herein.

27           45. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and  
28 required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants

1 routinely failed to pay Plaintiff for worked hours, overtime hours, meal break premium hours, and rest  
2 break premium hours.

3 46. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8  
4 Code of Regulations §11050, and Industrial Welfare Commission Order No. 4-2001.

5 47. Plaintiff has been deprived of his rightfully earned compensation as a direct and  
6 proximate result of Defendants' failure and refusal to pay said compensation. Thus, he is entitled to  
7 recover such amounts, plus interest thereon, attorneys' fees and costs.

8  
9 **THIRD CAUSE OF ACTION**

10 **FOR FAILURE TO PAY MINIMUM WAGES**

11 **(CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**

12 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

13 48. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though  
14 set forth in full herein.

15 49. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is  
16 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid  
17 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum  
18 wage for every hour worked.

19 50. Employers failed and refused to pay Plaintiff the legal minimum wage in the State of  
20 California, as set forth in Labor Code §1182.12, in each of the following ways:

21 51. From July 22, 2019 to the present, Plaintiff worked and continues to work approximately  
22 1 hour per week without getting paid anything. Thus, Plaintiff is owed unpaid minimum wages in the  
23 sum of \$9,972.00, calculated at 1 hour per week for 120 weeks at \$16.62 per hour.

24 52. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is  
25 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action  
26 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between  
27 the straight time compensation paid and applicable minimum wage, including interest thereon.

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1           53. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable  
2 attorneys' fees and costs incurred by Plaintiff in this action.

3           54. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated  
4 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an  
5 additional \$9,972.00, plus interest thereon.

6  
7                                   **FOURTH CAUSE OF ACTION**  
8                                   **FOR FAILURE TO PAY OVERTIME COMPENSATION**  
9                                   **(CAL. LABOR CODE §§510, 1194);**  
10                                  **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

11           55. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though  
12 set forth in full herein.

13           56. Labor Code §510 requires employers to pay their non-exempt employees one and one-half  
14 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40  
15 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12  
16 hours in a single day. It also requires employers to pay their non-exempt employees overtime  
17 compensation for the first eight hours of work done on the seventh consecutive day of work done in any  
18 work week and double-time compensation for any work done beyond the first eight hours on the seventh  
19 consecutive day of work.

20           57. At all relevant times, Defendants required Plaintiff to work more than eight hours per day  
21 and/or more than 40 hours per workweek.

22           58. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime  
23 compensation required by Labor Code §510, the applicable 8 Code of Regulations section, and Industrial  
24 Welfare Commission Order No. 4-2001.

25           59. Plaintiff worked 1 or 2 hours of overtime each week, all of which should have been paid  
26 at 1.5 times Plaintiff's regular hourly wage rate at that time. Defendants failed to pay Plaintiff the  
27 requisite overtime wages in the following way:

28 ///

60. From approximately July 22, 2019, to the present, Plaintiff worked approximately 240 hours of overtime. Plaintiff's overtime rate for this period was \$24.93 per hour. During this time period, Plaintiff worked an average of 1 or 2 hours of overtime per week. Therefore, Plaintiff is owed overtime wages of \$24.93 for each of those 120 hours, totaling \$5,983.20.

61. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 4-2001.

62. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

## **FIFTH CAUSE OF ACTION**

## FOR FAILURE TO PROVIDE MEAL BREAKS

**I.W.C. WAGE ORDER NO. 4-2001, LABOR CODE §§512, 226.7**

**AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

63. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

64. Labor Code §§512, 226.7 require employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

65. In the four years last past, Plaintiff regularly worked in excess of five hours per day and was thereby entitled to take uninterrupted 30-minute meal periods.

66. Defendants failed and refused to provide Plaintiff with meal periods, and failed to compensate Plaintiff for missed meal periods, as required by Labor Code §512 and the applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 4-2001, as follows:

67. From approximately July 22, 2019 to the present, Plaintiff's statutory 30-minute meal periods were interrupted, cut short, or taken at or after the 5th hour, approximately 5 times per week for 120 weeks, or on approximately 600 separate days.

1           68. As alleged herein, Plaintiff is not exempt from the meal break requirements of 8 Code of  
2 Regulations §11050 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is  
3 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever  
4 is greater, for each day that Plaintiff was denied such meal periods, calculates as follows:

5           69. From approximately July 22, 2019 to the present, Defendants failed to provide Plaintiff  
6 with an uninterrupted statutory meal period, interrupted, cut short, or required Plaintiff to take the  
7 statutory meal period at or after the 5th hour, for those days on which Plaintiff worked at least five hours  
8 on approximately 600 separate days. Consequently, Plaintiff is owed one hour of pay at \$16.62 for each  
9 day, or \$9,972.00, plus interest thereon, for unpaid interrupted statutory meal periods.

10           70. Plaintiff has been deprived of his rightfully earned compensation for meal breaks as a  
11 direct and proximate result of Defendants' failure and refusal to pay said compensation.

12           71. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover  
13 \$9,972.00, pursuant to Labor Code §512, plus interest thereon and costs of suit.

14  
15                                   **SIXTH CAUSE OF ACTION**

16                                   **FOR FAILURE TO PROVIDE REST BREAKS**

17                                   **I.W.C. WAGE ORDER NO. 4-2001, LABOR CODE § 226.7**

18                                   **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

19           72. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as  
20 though set forth in full herein.

21           73. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted  
22 rest period of not less than 10 minutes, for every period of work exceeding five hours.

23           74. In the four years last past, Plaintiff regularly worked in excess of 4 hours per day and was  
24 thereby entitled to take timely and uninterrupted 10-minute rest periods on each day he worked.  
25 Nevertheless, Plaintiff was not permitted to, and not advised of his right to take the statutory rest periods  
26 to which he was entitled.

27           75. Defendants failed and refused to provide Plaintiff with rest periods, and failed to  
28 compensate Plaintiff for missed rest periods, as required by Labor Code §226.7(b) and the applicable

1 sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 4-2001, as  
2 follows:

3 76. From approximately July 22, 2019 to the present, Plaintiff was not permitted and not  
4 advised of his right to take one or more of his statutory 10-minute rest periods for days on which Plaintiff  
5 worked for at least four hours, which was each day Plaintiff worked, or approximately 600 separate days  
6 (5 days per week for 120 weeks).

7 77. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of  
8 Regulations §11050 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is  
9 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever  
10 is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

11 78. From approximately July 22, 2019 to the present, Defendants failed to provide Plaintiff  
12 with the statutory rest period for those days on which he worked at least four hours on approximately 600  
13 separate days. Consequently, Plaintiff is owed one hour of pay at \$16.62 for each day, or \$9,972.00, plus  
14 interest thereon, for unpaid rest periods.

15 79. Plaintiff has been deprived of his rightfully earned compensation for rest breaks as a direct  
16 and proximate result of Defendants' failure and refusal to pay said compensation.

17 80. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover an  
18 amount of \$9,972.00, pursuant to Labor Code § 226.7(b), plus interest thereon and costs of suit.

19  
20 **SEVENTH CAUSE OF ACTION**  
21 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**  
22 **(CAL. LABOR CODE §§226, ET SEQ.)**  
23 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

24 81. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though  
25 set forth in full herein.

26 82. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-  
27 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,  
28 total deductions and net wages earned. An employer who violates these code sections is liable to its

1 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the  
2 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay  
3 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is  
4 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement  
5 at all.

6 83. In addition, thereto, pursuant to Labor Code §226.3, an employer who willfully violates  
7 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation  
8 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

9 84. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate  
10 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net  
11 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and  
12 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate  
13 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly  
14 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying  
15 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not  
16 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none  
17 of the required information, including hours actually worked.

18 85. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

19 86. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,  
20 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in  
21 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled  
22 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating  
23 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting  
24 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,  
25 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at  
26 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

27 87. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226  
28 approximately 52 times during the last year that Plaintiff has worked for Defendants. Consequently,

1 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum  
2 amount of \$4,000.00, whichever is greater.

3 88. In addition, thereto, for Defendants' 52 violations, Defendants are penalized \$250.00 for  
4 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due  
5 in Labor Code §226.3 penalties of \$51,250.00 (\$250.00 + \$1,000.00 x 51 subsequent pay periods).

6 89. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and  
7 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other  
8 applicable provisions, as well as attorneys' fees and costs.

9  
10 **EIGHTH CAUSE OF ACTION**  
11 **FOR UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.)**  
12 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

13 90. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though  
14 set forth in full herein.

15 91. Defendants' violations of the applicable 8 Code of Regulations section, Industrial Welfare  
16 Commission Order No.4-2001, the above-stated Labor Code sections, 2699, and other applicable  
17 provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime  
18 wages, Defendants' failure to provide meal and rest breaks, and Defendants' failure to provide timely and  
19 accurate wage and hour statements, constitute unfair business practices in violation of Business &  
20 Professions Code §§17200, et seq.

21 92. As a result of Defendants' unfair business practices, Defendants have reaped unfair  
22 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be  
23 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

24 93. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent  
25 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore  
26 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from  
27 Plaintiff.

28 ///

**NINTH CAUSE OF ACTION**  
**FOR PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ)**  
**AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

94. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

95. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

96. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

97. On or about September 9, 2021, more than 65 calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included the above-stated Labor Code sections, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

98. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

99. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

100. These penalties recoverable for Plaintiff alone totals approximately \$41,000.00.

101. Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

1           102. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered  
2 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

3  
4                                   **PRAYER FOR RELIEF**

5           1. For a monetary judgment representing compensatory damages including lost wages,  
6 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,  
7 together with interest on these amounts; for other special damages; and for general damages for mental  
8 pain and anguish and emotional distress and loss of earning capacity to be ascertained at trial;

9           2. For restitution of all monies due to Plaintiff, as well as disgorged profits from  
10 Defendants' unfair and unlawful business practices;

11           3. For payment of unpaid wages pursuant to 8 Code of Regulations §11050.

12           4. For payment of unpaid minimum wage compensation pursuant to Labor Code  
13 §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 4-2001, in the amount of  
14 no less than \$9,972.00;

15           5. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$9,972.00, plus  
16 interest;

17           6. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,  
18 Industrial Welfare Commission Order No. 4-2001, and the applicable 8 Code of Regulations section, in  
19 the amount of no less than \$5,983.20;

20           7. For payment of meal period compensation pursuant to Labor Code §226.7, 512, in the  
21 amount of no less than \$9,972.00;

22           8. For payment of rest period compensation in the amount of no less than \$9,972.00 pursuant  
23 to Labor Code §§226.7, 512;

24           9. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

25           10. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no  
26 less than \$51,250.00;

27 ///

28 ///

1 11. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than  
2 \$41,000.00 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved  
3 employees;

4 12. For prejudgment interest on each of the foregoing at the legal rate from the date the  
5 obligation became due through the date of judgment in this matter.

6 13. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor  
7 Code and/or any other basis;

8 14. For post-judgment interest; and

9 15. For any other relief that is just and proper.

10  
11 DATED: February 2, 2022

12  
13 By: \_\_\_\_\_

14 Jace H. Kim, Esq.  
15 Carlos Andres Perez, Esq.  
16 Javier Ramirez, Esq.  
17 Attorneys for Plaintiff,  
18 JULIO ARELLANO

19 **JURY TRIAL DEMANDED**

20 Plaintiff demands trial of all issues by jury.

21 DATED: February 2, 2022

22  
23 By: \_\_\_\_\_

24 Jace H. Kim, Esq.  
25 Carlos Andres Perez, Esq.  
26 Javier Ramirez, Esq.  
27 Attorneys for Plaintiff,  
28 JULIO ARELLANO