

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
Anwar D. Burton, Esq., CA Bar No. 253504
anwar@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiff MARIO ALFARO,
on behalf of himself and all others similarly situated

[Additional Counsel Listed on the Following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MARIO ALFARO, on behalf of himself and all
others similarly situated;

Plaintiff,

v.

AAA RESTAURANT FIRE CONTROL, INC.,
a California corporation; and DOES 1 through
50, inclusive;

Defendants.

CASE NO.: 21CV002015

Assigned to Hon. Brad Seligman

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT FOR:**

1. FAILURE TO PAY MINIMUM WAGES;
2. FAILURE TO PAY OVERTIME WAGES;
3. FAILURE TO PROVIDE COMPLIANT MEAL PERIODS;
4. FAILURE TO PROVIDE COMPLIANT REST BREAKS;
5. FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
6. FAILURE TO PAY DUE WAGES AT SEPARATION OF EMPLOYMENT;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;
8. FAILURE TO PAY REPORTING TIME WAGES; and
9. UNFAIR COMPETITION
10. PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 **VENTURE LAW, P.C.**
2 Sam Rezvani, Esq. CA Bar No. 285376
3 srezvani@venturelawpc.com
4 1901 Avenue of the Stars, Suite 450
5 Los Angeles, California 90067
6 Tel: (310) 893-3402
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Mario Alfaro (“Plaintiff”), on behalf of himself, the State of California as private
2 attorney general and all others similarly situated (“Class Members”, as defined below), complains
3 and alleges as follows:

4 **FACTUAL ALLEGATIONS**

5 1. Plaintiff brings this class and PAGA representative action against his former
6 employer, AAA Restaurant Fire Control, Inc., a California corporation, and Does 1 through 50,
7 (collectively, “Defendants”) on behalf of himself and all other similarly situated current and former
8 non-exempt employees who worked for Defendants in California stemming from Defendants’
9 failure to pay minimum and overtime wages for all hours worked, failure to provide compliant meal
10 periods and rest breaks, failure to reimburse employees for necessary business expenses, failure to
11 timely pay all wages due upon separation from employment, and failure to provide accurate and
12 itemized wage statements.

13 2. Plaintiff alleges on information and belief that other similarly situated non-exempt
14 employees were subjected to the same policies, procedures, and practices, working conditions, and
15 corresponding wage and hour violations to which Plaintiff was subjected during his employment.

16 3. Defendants, based in Union City, California, own and operate a fire protection
17 business in Northern California servicing commercial clients such as, without limitation, various
18 restaurants, retail stores, construction sites, hotels, and schools. Defendants employ approximately
19 one hundred (100) employees.

20 4. Plaintiff and other similarly situated non-exempt employees were or are employed as
21 non-exempt employees with varying duties, including but not limited to, driving to client worksites,
22 loading and unloading equipment to and from client worksites, preparing the worksites for
23 servicing, cleaning the worksites and/or installing the fire protection equipment on-site. Plaintiff
24 and other similarly situated non-exempt employees regularly worked more than 8 hours in a
25 workday and 40 hours in a workweek.

26 5. From at least four (4) years prior to the filing of this action and continuing to the
27 present, Plaintiff and the Class Members were not paid at least minimum wages for all of their
28 hours worked due to Defendants’ illegal rounding policy. Despite being subject to Defendants’

1 control, the employees were not compensated for the time during which they were clocked-in prior
2 to the official start of their shifts. This policy and practice routinely under-compensated Plaintiff
3 and Class Members and resulted in a net benefit to Defendants. In other words, Defendants'
4 rounding policy is not neutral and results in systematic under compensation. As a result, Plaintiff
5 and the Class Members were not fully compensated for all hours worked for Defendants.

6 6. Further, Defendants, as a result of its policies and procedures, failed to compensate
7 Plaintiff and the Class Members at least the minimum wage for employer-mandated travel time they
8 incurred. Plaintiff and the Class Members were regularly required to travel to and from either of
9 Defendants' office locations based on that particular day's worksite location, but these travel hours
10 were not considered by Defendants as time worked. As a result, Plaintiff and the Class Members
11 were not fully compensated for all hours worked for Defendants.

12 7. Accordingly, Defendants have and continue to violate Labor Code sections 1194,
13 1194.2, 1197, and 1197.1.

14 8. Labor Code § 1194.2 authorizes employees to recover wages to recover liquidated
15 damages for violations of Labor Code § 1194. Where an employee, such as Plaintiff and the Class
16 Members, are not paid for all hours worked under Labor Code § 1194, the employee may recover
17 minimum wages for the time associated with the time for which they received no compensation.
18 Since Defendants failed to provide Plaintiff and the Class Members with compensation for all
19 hours worked, each is entitled to recover liquidated damages under Labor Code § 1194.2.

20 9. Labor Code § 1197.1 authorizes employees who are paid a wage less than the
21 minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty,
22 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
23 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
24 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the same
25 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
26 for which the employee is underpaid regardless of whether the initial violation is intentionally
27 committed. As set forth above, Defendants failed to compensate Plaintiff and the Class Members
28 for all wages for all hours worked. Accordingly, and to the extent permitted by law, Plaintiff and

1 the Class Members are entitled to recover liquidated damages for violations of Labor Code §
2 1197.1.

3 10. From at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants failed to compensate Plaintiff and the Class Members overtime wages at the
5 proper overtime rates and/or failed to compensate them for all overtime hours worked.

6 11. When Plaintiff and the Class Members worked overtime, Defendants often failed to
7 include all compensation when calculating the regular rate of pay used in overtime calculations.
8 Defendants calculated the regular rate of pay for Plaintiff and the Class Members based on the
9 hourly rate they received only and omitted the other non-hourly pay earnings received during those
10 pay periods. Specifically, Defendants would routinely pay commissions, non-discretionary
11 bonuses, and other forms of remuneration earned by Plaintiff and the Class Members but would
12 omit these payments in the calculation of that employee's regular rate of pay for purposes of paying
13 overtime wages.

14 12. By their common practice of requiring Plaintiff and the Class Members to work in
15 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
16 them at the rate of one-half (1½) their regular rate of pay, Defendants willfully violated the
17 provisions of Labor Code section 510, 1194, and 1199, as well as § 3 of the applicable Industrial
18 Welfare Commission ("IWC") Wage Order.

19 13. Based on the same factual allegations, Plaintiff and the Class Members are also
20 entitled to penalties under Labor Code § 1199.

21 14. From at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendants failed to provide Plaintiff and the Class Members with their legally required
23 and/or legally compliant meal periods, or premium payments in lieu thereof.

24 15. Labor Code § 226.7(b) states that "[a]n employer shall not require an employee to
25 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
26 applicable regulation, standard, or order of the Industrial Welfare Commission ..." Labor Code §
27 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of
28 more than 5 hours per day without providing the employee with an uninterrupted meal period of not

1 less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more
2 than 10 hours per day without providing the employee with a second meal period of not less than 30
3 minutes.” Furthermore, Labor Code 512(b) requires employers to provide uninterrupted meal
4 periods to employees prior to the commencement of the employees’ sixth hour of work. *Brinker*
5 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041.

6 16. Notably, Defendants did not timely relieve, and sometimes did not relieve
7 altogether, Plaintiff and the Class Members of all of their duties for full, uninterrupted 30-minute
8 meal periods prior to the commencement of the sixth hour of their work.

9 17. Additionally, Plaintiff and the Class Members often worked shifts in excess of 10
10 hours, yet Defendants did not provide Plaintiff and the Class Members with a second meal period
11 during such times.

12 18. Further, pursuant to Labor Code § 226.7(c), if an employer failed to provide an
13 employee with a meal or rest period, “the employer shall pay the employee one additional hour of
14 pay at the employee’s regular rate of compensation for each workday that the meal or rest or
15 recovery period is not provided.”

16 19. Plaintiff and the Class Members were not provided meal period premiums when they
17 were not provided timely compliant duty-free 30-minute meal periods. Accordingly, Plaintiff and
18 the Class Members were regularly denied their meal period premiums in violation of Labor Code §
19 226.7, 512, and the applicable IWC Wage Order.

20 20. From at least four (4) years prior to the filing of this action and continuing to the
21 present, Defendants failed to provide Plaintiff and other similarly situated non-exempt employees
22 with their legally required and/or legally compliant rest breaks, or premium payments in lieu
23 thereof.

24 21. Section 12 of the applicable IWC Wage Order states, in pertinent part: “Every
25 employer shall authorize and permit all employees to take rest periods, which insofar as practicable
26 shall be in the middle of each work period. The authorized rest period time shall be based on the
27 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
28 fraction thereof.”

1 22. Here, Defendants failed to provide Plaintiff and the Class Members with duty-free
2 rest periods of not less than ten (10) minutes for every major fraction of four (4) hours worked.
3 Since Defendants did not offer Plaintiff and the Class Members the opportunity to receive a
4 compliant off-duty rest period, “the court may not conclude employees voluntarily chose to
5 skip...breaks.” *Alberts v. Aurora Behavioral Health Care*, 241 Cal. App. 4th 388, 410 (2015) (“[i]f
6 an employer fails to provide legally compliant meal or rest breaks, the court may not conclude
7 employees voluntarily chose to skip those breaks.”); *accord Brinker* 53 Cal. 4th at 1033 (“No issue
8 of waiver ever arises for a rest break that was required by law but never authorized; if a break is not
9 authorized, an employee has no opportunity to decline to take it.”).

10 23. Additionally, Defendants failed to provide Plaintiff and the Class Members with
11 compliant third rest periods during shifts in which those employees worked in excess of ten (10)
12 hours. This is violation of California law, as it does not provide or authorize a rest period for every
13 four (4) hours worked or major fraction thereof.

14 24. In addition to failing to authorize and permit compliant rest periods, Plaintiff and
15 the Class Members were not compensated with one (1) hour of pay at their regular rate of
16 compensation when they were not provided with a compliant rest period in accordance with Labor
17 Code § 226.7(b). Thus, Plaintiff and the Class Members were not provided rest break premiums
18 for their missed rest breaks. Accordingly, Plaintiff and the Class Members were further denied
19 their rest breaks or premium payments in lieu thereof, in violation of Labor Code 226.7, 512, and
20 the applicable IWC Wage Order.

21 25. From at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants failed to reimburse Plaintiff and the Class Members for necessary business
23 expenditures or losses incurred on behalf, for the benefit and/or at the direction of Defendants.

24 26. Specifically, Plaintiff and the Class Members were required to pay directly for
25 certain of their own tools, safety gear and other devices required to perform their job duties, but
26 Defendants failed to reimburse for the same. Additionally, employees were required to drive to and
27 from Defendants’ office locations to various project worksite locations but were not reimbursed for
28 expenses and losses incurred therewith, including mileage, fuel and maintenance. Further,

1 employees were often times required by Defendants to use their cellular phones for work purposes,
2 such as using the timekeeping application on their phones and for taking business calls during
3 business hours but were not reimbursed for cell phone data charges relating to the same.

4 27. Labor Code § 226(a) requires an employer to provide its employees with itemized
5 wage statements accurately stating (1) gross wages earned, (2) total hours worked by the
6 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
7 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders
8 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
9 dates of the period for which the employee is paid, (7) the name of the employee and only the last
10 four digits of his or her social security number or an employee identification number other than a
11 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
12 applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate by the employee.

14 28. As a result of Defendants' failure to pay Plaintiff and the Class Members for all
15 hours worked, including minimum and overtime wages, and premium payments in lieu of
16 compliant meal and rest breaks, Defendants issued wage statements which failed to accurately
17 identify the gross wages earned, the total hours worked, the net wages earned, and the correct
18 corresponding number of hours worked at each hourly rate by the employee, in violation of Labor
19 Code § 226(a)(1, 2, 5, and 9).

20 29. As a further result of Defendants' Labor Code violations as alleged herein,
21 Defendants also failed to pay Plaintiff and the Class Members all wages that were due and owing
22 (including all minimum and overtime wages and premium payments owed) within the required time
23 following the end of their employment in accordance with Labor Code §§ 201-203. As a result,
24 Plaintiff and the Waiting Time Putative Class (as defined below) are entitled to 30 days of wages as
25 a "waiting time penalty."

26 30. Further, at all times relevant herein, Defendants failed to compensate Plaintiff and
27 the Class Members for shifts in which Defendants would schedule these employees for work but
28 would subsequently cancel such shifts upon their arrival at work, without prior notice.

31. Specifically, when Plaintiff and the Class Members would arrive at work to commence their shift, they were often times informed upon their arrival that the employee's counterpart on a particular job was not available for work that day. As a result, Defendants would cancel that particular employee's shift for the day. Rather than compensate the reporting employee for reporting to work in accordance with California law, Defendants instead forced the employee to use his or her accrued paid-time-off ("PTO") for the day. This illegal action not only deprived Plaintiff and the Class Members of compensation they should have earned for reporting to work, but also caused these employees to lose their accrued PTO for which they would have otherwise been paid in addition to the failed reporting time pay.

32. Accordingly, the failure to pay all reporting time pay due and owed at the time of separation of employment entitles Plaintiff and Class Members to waiting time penalties pursuant to Labor Code § 203.

JURISDICTION AND VENUE

33. This Court has jurisdiction over the claims for relief of Plaintiff and other similarly situated non-exempt employees pursuant to the Labor Code and the applicable IWC Wage Orders, among other sections.

34. Venue as to each Defendant is proper in this Court, pursuant to Code of Civil Procedure § 395(a). Defendants are headquartered and transact business in Alameda County and the unlawful acts alleged herein have a direct effect on Plaintiff and other similarly situated non-exempt employees of Defendants', including those in Alameda County. Furthermore, Defendants employed or employ other non-exempt employees in Alameda County.

PARTIES

35. Plaintiff and Class Representative, Mario Alfaro, was employed by Defendants as a “roofer” responsible for various roles essential to Defendants’ business operations.

36. Plaintiff is informed and believes and thereon alleges that defendant AAA Restaurant Fire Control, Inc., is a California corporation authorized to and doing business in, among others, Alameda County, California, and is and/or was the legal employer of Plaintiff and other similarly situated non-exempt employees during the applicable statutory periods.

1 37. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
2 participation in the conduct herein alleged, of Defendants sued herein as Does 1 through 50,
3 inclusive, but on information and belief allege that those Defendants are legally responsible for the
4 payment of penalties and damages to Plaintiff and the Class Members by virtue of Defendants'
5 unlawful actions and practices and therefore sues these Defendants by such fictitious names.
6 Plaintiff will amend this complaint to allege the true names and capacities of the Doe Defendants
7 when ascertained.

8 38. Plaintiff also alleges that he and the Class Members worked under the joint direction
9 and control of Defendants and that Defendants, and each of them, acted in all respects pertinent to
10 this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy
11 in all respect pertinent hereto, and the acts of each Defendant are legally attributable to the other
12 Defendants. On information and belief, a unity of interest and ownership between each Defendant
13 exists such that all Defendants acted as a single employer of Plaintiff and the Class Members.

14 39. Furthermore, on information and belief, Defendants are an integrated enterprise and
15 should be treated as a single employer because Defendants share an interrelation of operations, with
16 common human resources and personnel policies and shared common offices and facilities. Upon
17 information and belief, Defendants share common management, a centralized control of labor
18 operations, and common ownership or financial control.

19 40. Plaintiff is informed and believes and thereon alleges that the Defendants sued
20 herein as Does 1-50 are now and at all material times herein mentioned were the owner/owners of
21 certain Defendants and the actual employer of Plaintiff and the Class Members or, in the alternative,
22 were individuals employed by Defendants as a managerial and/or supervisory employee and/or
23 agent. In addition, Plaintiff alleges that at all relevant times herein the Defendants sued herein as
24 Does 1-50 had the authority, in the interest of certain Defendants, to exercise independent judgment
25 to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Plaintiff
26 and the Class Members, and were in their respective chains of command at the time of and direct
27 participants in the wrongful conduct which constitutes the basis of Plaintiff's complaint herein.

28 41. Plaintiff also alleges that the Defendants sued herein as Does 1-50 and certain

1 Defendants are the agents, servants, employees, partners, affiliates, and/or representatives of each
2 other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such
3 relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in
4 conducting themselves in the manner described herein, the Defendants sued herein as Does 1-50
5 and certain Defendants were acting in active concert with on another such that the acts of each were
6 fully attributable to the other in all material respects. Plaintiff also alleges that certain Defendants
7 were merely the alter ego of the Defendants sued herein as Does 1-50 in that there existed a unity of
8 interest and ownership such that any separateness between them ceased to exist and the Defendants
9 sued herein as Does 1-50 exercised undue dominance, control, influence, and management over
10 certain Defendants. Plaintiff further alleges that, at all relevant times, certain Defendants have been
11 inadequately capitalized to conduct business, have failed to follow appropriate corporate
12 formalities, and have simply been a shell and instrumentality through which Defendants sued herein
13 as Does 1-50 have conducted their personal affairs. Accordingly, the corporate veil should be
14 pierced, and any liability attached to certain Defendants should be imposed jointly and severally
15 against the Defendants sued herein as Does 1-50. Adherence to the fiction of the separate existence
16 of these corporate entities would permit abuse of the corporate privilege, thereby sanctioning fraud
17 and promoting injustice.

18 **CLASS ACTION ALLEGATIONS**

19 42. Plaintiff brings this action on behalf of himself and all others similarly situated as a
20 class action pursuant to Code of Civil Procedure § 382.

21 43. The relevant time period for this class action is defined as the time period beginning
22 four (4) years prior to the filing of this action until judgment is entered (the “Class Period”).

23 44. The Classes that Plaintiff seeks to represent are defined as follows:

24 **Non-Exempt Employee Class**

25 All current and former hourly non-exempt employees employed in California
26 by Defendants at any time during the Class Period. (“Non-Exempt Employee
27 Class”)
28

1 **Waiting Time Penalty Class**

2 All hourly non-exempt employees who separated from their employment in
3 California with Defendants during the period commencing three (3) years
4 before the filing of this action and ending when final judgment is entered.

5 **Wage Statement Class**

6 All current and former hourly non-exempt employees who are or were
7 employed in California by Defendants who received at least one wage
8 statement during the period commencing one (1) year before the filing of this
9 action and ending when final judgment is entered. (“Wage Statement Class”)

10 collectively, the “Classes”)

11 45. Plaintiff reserves the right to amend or modify the class descriptions with greater
12 specificity or further division into subclasses or limitation to particular issues as appropriate.

13 46. Plaintiff, as Class Representative, is a member of the Classes that he seeks to
14 represent.

15 47. This action has been brought and may properly be maintained as a class action under
16 Code of Civil Procedure § 382 because there is a well-defined community of interest in the
17 litigation and the proposed class is easily ascertainable from Defendants’ personnel and payroll
18 records.

19 48. **Numerosity:** The potential members of the Classes as defined are so numerous that
20 a joinder of all similarly situated non-exempt would be unfeasible and not practicable. The
21 membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the
22 Classes are comprised of greater than one hundred (100) individuals. The identity of such
23 membership is readily ascertainable via inspection of Defendants’ employment and payroll records.

24 49. **Commonality:** There are questions of law and fact common to the Classes which
25 predominate over any questions affecting only individual members of the Classes, including
26 without limitation:

27 i. Whether Defendants violated the California Labor Code and applicable IWC
28 Wage Orders by failing to pay wages to Plaintiff and the Classes for all hours worked, including
 minimum and overtime wages;

1 ii. Whether Defendants violated the California Labor Code and applicable IWC
2 Wage Order by failing to provide compliant meal periods to Plaintiff and the Non-Exempt
3 Employee Class, and whether Defendants failed to compensate Plaintiff and the Non-Exempt
4 Employee Class with one additional hour of premium pay for each instance when a compliant meal
5 period was not provided;

6 iii. Whether Defendants violated the California Labor Code and applicable IWC
7 Wage Order by failing to provide compliant rest breaks to Plaintiff and the Non-Exempt Employee
8 Class, and whether Defendants failed to compensate Plaintiff and the Non-Exempt Employee Class
9 with one additional hour of premium pay for each instance when a compliant rest break was not
10 provided;

11 iv. Whether Defendants violated Labor Code § 2802 by not reimbursing Plaintiff
12 and the Non-Exempt Employee Class for necessary business expenses incurred;

13 v. Whether Defendants violated the California Labor Code by failing to pay all
14 wages due upon separation of employment between Defendants and Plaintiff and the Waiting Time
15 Penalty Class, whether such separation was voluntary or involuntary;

16 vi. Whether Defendants violated the California Labor Code by failing to provide
17 Plaintiff and the Classes with complete, accurate, itemized wage statements;

18 vii. Whether Defendants violated California Business & Professions Code
19 § 17200 *et seq.* due to the: failure to pay minimum and overtime wages, and failure to timely pay
20 final wages;

21 viii. Whether Defendants violated § 17200 *et seq.* of the California Business and
22 Professions Code and, without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.6,
23 226, 226.3, 226.7, 256, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, and
24 2802, among possibly other sections inadvertently omitted, and the applicable IWC Wage Orders,
25 which violations constitute false, fraudulent, unlawful, and unfair business practices;

26 ix. Whether Plaintiff and the Classes are entitled to restitution of penalty wages
27 under Business and Professions Code §§ 17200, *et seq.*; and

28 x. Whether Plaintiff and the Classes are entitled to equitable relief pursuant to

1 California Business & Professions Code § 17200 *et seq.*

2 50. **Typicality**: Plaintiff's claims, as the Class Representative, are typical of the claims
3 of the Classes. Plaintiff, like other members of the Classes, was subjected to Defendants' ongoing
4 Labor Code and Wage Order violations including pertaining to the failure to pay minimum and
5 overtime wages, failure to provide compliant meal periods and rest breaks or premium payments in
6 lieu thereof, failure to reimburse employees for necessary business expenses, failure to timely pay
7 final wages, and failure to provide accurate itemized wage statements.

8 51. **Adequacy of Representation**: Plaintiff is fully prepared to take all necessary steps
9 to represent fairly and adequately the interests of the members of the Classes. Moreover, Class
10 Counsel is ready, willing and able to fully and adequately represent the members of the Classes.
11 Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal
12 court in the past and are committed to vigorously prosecuting this action on behalf of the members
13 of the Classes.

14 52. **Superiority of Class Action**: Class certification is appropriate because a class
15 action is superior to other available means for the fair and efficient adjudication of this controversy.
16 Individual joinder of all similarly situated non-exempt employees is not practicable, and questions
17 of law and fact common to the Classes predominate over any questions affecting only individual
18 members of the Classes. Each class member has been damaged and is entitled to recovery by
19 reason of Defendants' illegal policies and practices set forth above. Class action treatment will
20 allow those similarly situated persons to litigate their claims in the manner that is most efficient and
21 economical for the parties and the judicial system.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 (Labor Code §§ 1194, 1194.2, 1197; IWC Wage Order § 4)

25 (*Plaintiff and All Classes Against All Defendants*)

26 53. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

27 54. Plaintiff and Class Members are and/or were not exempt from the requirement to be
28 paid at least the applicable California minimum wage throughout the statutory period for each hour

1 worked.

2 55. At all relevant times, Plaintiff and the Class Members were not paid at least
3 minimum wages for all of their hours worked due to, among other practices, Defendants' practice
4 of requiring Plaintiff and the Class Members to perform work-related tasks, including but not
5 limited to required travel. Despite being subject to Defendants' control while performing said
6 tasks, Defendants did not provide any compensation for the time it took to complete these tasks. As
7 a result, Plaintiff and the Class Members were not fully compensated for all minimum wages owed
8 for all hours worked.

9 56. Further, as a result of Defendants' illegal rounding policies or practices described
10 above, Plaintiff and Class Members performed off-the-clock work that Defendants either knew or
11 should have known they were performing.

12 57. Consequently, Defendants violated California Labor Code laws and minimum wage
13 laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, applicable IWC Wage Orders, § 4, and
14 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

15 58. Plaintiff is informed and believes and thereon alleges that Defendants intentionally,
16 willfully, and improperly failed to pay wages to Plaintiff and members of the Classes for each hour
17 worked in violation of Labor Code §§ 221-223, 1194 and 1197.

18 59. Defendants' conduct was willful, as Defendants knew that Plaintiff and members of
19 the Classes were entitled to be paid wages throughout the statutory period for each hour worked,
20 including proper minimum wages, yet Defendants chose not to pay them in accordance thereto.

21 60. At all material times, Defendants were and/or are the employers of Plaintiff and
22 members of the Classes or were persons acting on behalf of said employer(s), within the meaning of
23 California Labor Code § 558, who violated or caused to be violated Labor Code § 204 and a
24 provision or provisions of Part 2, Chapter 1 of the California Labor Code regulating hours and days
25 of work respectively.

26 61. At all relevant times, Defendants failed to pay all wages to which Plaintiff and
27 members of the Classes were entitled, thereby receiving an economic benefit.

28 62. As a result of Defendants' wrongful conduct, Plaintiff and members of the Classes

1 have been damaged in amounts to be proven at trial.

2 63. Plaintiff, on behalf of himself and members of the Classes, seeks recovery of all
3 unpaid minimum wages, liquidated damages, penalties, interest, attorneys' fees and costs of suit,
4 pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY ALL OVERTIME WAGES**

7 (Labor Code §§ 1194, 1194.2, 1197; IWC Wage Order § 3)

8 *(Plaintiff and All Classes Against All Defendants)*

9 64. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

10 65. At all relevant times, Plaintiff and the Class Members were non-exempt employees.

11 66. At all times relevant to this Complaint, Labor Code section 510(a) was in effect and
12 provided: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
13 workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
14 the rate of no less than one and one-half times the regular rate of pay for an employee.

15 67. At all times relevant herein, Defendants were required to properly pay Plaintiff and
16 members of the Classes for all overtime hours worked pursuant to California Labor Code § 1194
17 and applicable Wage Orders. Section 3 of the Wage Order requires an employer to pay an
18 employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8
19 hours per workday and/or in excess of forty (40) hours of work in the workweek. Section 3 further
20 requires an employer to pay an employee double the employee's regular rate of pay for work in
21 excess of twelve (12) hours each workday and/or for work in excess of eight (8) hours on the
22 seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff
23 and the Class Members to work overtime hours but did not compensate Plaintiff or the Class
24 Members at one and one-half times their regular rate of pay for such hours worked.

25 68. At all times relevant herein, Plaintiff and the Class Members worked for Defendants
26 during shifts that consisted of more than eight (8) hours in a workday and/or more than forty (40)
27 hours in a workweek and were not paid proper overtime wages for all overtime hours worked.
28 During the relevant period, Defendants have had a consistent policy of failing to pay overtime

1 wages at the proper amounts and/or failing to pay for all overtime hours worked to Plaintiff and the
2 Class Members. Defendants often failed to include all compensation when calculating the regular
3 rate of pay used in overtime calculations. For instance, Plaintiff and the Class Members would
4 receive, along with their hourly base rates of pay for their working hours, commission payments
5 which were mischaracterized as “bonus” payments. These alleged “bonus” payments were non-
6 discretionary, as they were earned by Plaintiff and the Class Members upon job completion at each
7 worksite. However, Defendants calculated the regular rate of pay for Plaintiff and the Class
8 Members based on the hourly rate they received only and omitted the other non-hourly pay earnings
9 received during those pay periods.

10 69. Additionally, at all times mentioned, Defendants unevenly rounded the time worked
11 by Plaintiff and the Class Members, resulting in Plaintiff and the Class Members being paid less
12 than one and one-half times their regular rate of pay for their overtime hours worked. Accordingly,
13 by requiring Plaintiff and the Overtime Subclass Members to work in excess of eight (8) hours per
14 day and/or forty (40) hours per week and without properly compensating overtime wages for all
15 overtime hours worked, as described above, Defendants willfully violated the provisions of Labor
16 Code section 1194.

17 70. Defendants failed to conform their pay practices to the requirements of the law. The
18 foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the
19 members of the Classes in a civil action for the unpaid amount of overtime premiums owing,
20 including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to
21 California Labor Code §§ 204, 510, 558, 1194, and 1198, applicable IWC Wage Orders, and Code
22 of Civil Procedure § 1021.5.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

25 (Labor Code §§ 226.7 and 512; IWC Wage Order § 1)

26 *(Plaintiff and All Classes Against All Defendants)*

27 74. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28 75. At all relevant times, Plaintiff and the Class Members are and/or were “non-exempt”

1 employees of Defendants' who did not receive proper protections and benefits of the laws
2 governing mandatory meal breaks.

3 76. Labor Code Labor Code § 512(a), in part, provides that employers, including
4 Defendants, may not employ an employee for a work period of more than five (5) hours per day
5 without providing the employee the opportunity to take an uninterrupted meal period of not less
6 than thirty (30) minutes, except that if the total work period per day of the employee is no more
7 than six (6) hours, the meal period may be waived by mutual consent of both the employer and the
8 employee. Employers may not employ an employee for a work period more than ten (10) hours per
9 day without providing the employee with a second meal period of not less than thirty (30) minutes.
10 Furthermore, Labor Code 512(b) requires employers to provide uninterrupted meal periods to
11 employees prior to the commencement of the employees' sixth (6th) hour of work.

12 77. Pursuant to Labor Code § 226(b) and the applicable IWC Wage Order, employers
13 shall pay an employee one (1) additional hour of pay at the employee's regular rate of
14 compensation for each meal period that is missed.

15 78. At all relevant times herein, Plaintiff and the Class Members were denied the timely
16 30-minute off-duty meal periods to which they were entitled. Specifically, Defendants failed to
17 either provide or relieve Plaintiff and the Class Members of all of their duties for full, uninterrupted
18 30-minute meal periods and/or prior to the commencement of the sixth hour of their work.

19 79. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage Order
20 every pay period with respect to Plaintiff and the Class Members because Plaintiff and the Class
21 Members were not provided with all mandatory meal periods and Defendants failed to pay Plaintiff
22 and the Class Members one (1) additional hour of compensation in lieu of each such missed period.

23 80. On information and belief, Plaintiff and the Class Members did not voluntarily or
24 willfully waive the mandated meal periods. Any express or implied waivers obtained from Plaintiff
25 and the Class Members were not willfully obtained, were not voluntarily agreed to, were a
26 condition of employment, or were a part of a contract of unlawful adhesion. Defendants did not
27 permit or authorize Plaintiff and the Class Members to take meal periods in accordance with
28 California law.

81. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, Defendants, and each DOE, are liable to Plaintiff and the Class Members for unpaid wage premiums, penalties, costs and interest.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT REST PERIODS

(Labor Code § 226.7 and 512; IWC Wage Order § 1)

(Plaintiff and All Classes Against All Defendants)

82. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

83. At all relevant times, Plaintiff and the Class Members are and/or were “non-exempt” employees of Defendants’ who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

84. Labor Code § 226.7 requires employers, including Defendants, to provide rest breaks to their non-exempt employees as mandated by Order of the IWC.

85. Section 12 of applicable IWC Wage Order states, in part, 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. Employees shall receive a 10-minute rest period every four hours or major fraction thereof that they are required to work. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

86. Furthermore, in an eight-hour (8) shift, rest breaks should fall on either side of the meal break, absent factors rendering such scheduling impossible.

87. Pursuant to Labor Code § 226.7(b) and the above-referenced sections of the applicable Wage Order, Defendants shall pay Plaintiff and the Class Members one additional hour of pay at their regular rates of compensation for each day that a compliant rest period was not provided.

88. At all relevant times, Plaintiff and the Class Members were not provided with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. Rather, Defendants failed to provide any rest periods to Plaintiff and the Class Members. Accordingly, Plaintiff and the Class Members were regularly denied their rest

1 breaks in violation of Labor Code § 226.7 and 512, as well as the applicable IWC Wage Order. As
2 a result, Plaintiff and the Class Members were not provided with net rest periods of at least 10
3 minutes for each 4-hour work period, or major fraction thereof.

4 89. Defendants violated Labor Code §§ 226.7 and the applicable IWC Wage Order
5 every pay period with respect to Plaintiff and the Class Members because said employees were not
6 provided with all mandatory rest periods and Defendants failed to pay these employees one
7 additional hour of compensation at their regular rate of pay in lieu of each such missed rest period.

8 90. By their failure to provide Plaintiff and the Class Members with rest breaks as
9 required by California law and failing to pay one hour of additional wages in lieu of each rest break
10 not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and the above reference
11 IWC Wage Order. Accordingly, Defendants are liable for one hour of additional wages at the
12 employees' regular rate of compensation for each workday a rest break was not lawfully provided
13 in an amount to be proven at time of trial.

14 91. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512
15 and the applicable IWC Wage Order, Defendants are liable to Plaintiff and the Class Members for
16 unpaid wage premiums, penalties, costs, and interest.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

19 (Labor Code § 2802)

20 *(Plaintiff and All Classes Against All Defendants)*

21 92. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

22 93. Pursuant to Labor Code § 2800 and 2802, an employer must reimburse its employees
23 for all necessary expenditures incurred by the employee in direct consequence of the discharge of
24 his or her job duties or in direct consequence of his or her obedience to the directions of the
25 employer.

26 94. Plaintiff and the Class Members incurred necessary business-related expenses and
27 costs that were not fully reimbursed by Defendants. Defendants failed to reimburse Plaintiff and
28 the Class Members for all necessary business-related expenses and costs including, but not limited

1 to, failing to reimburse these employees for their incurred expenses and/or losses relating to the
2 purchase of tools, safety gear and other devices necessary to the performance of their roofing duties,
3 for those relating to gas, mileage and vehicular maintenance, and mandated cell phone data charges.

4 95. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
5 Class Members for all necessary business-related expenses and costs. Plaintiff and the Class
6 Members are entitled to recover from Defendants their business-related expenses and costs
7 incurred during the course and scope of their employment, plus interest accrued from the date on
8 which the employee incurred the necessary expenditures at the same rate as judgments in civil
9 actions in the State of California as well as penalties, reasonable attorneys' fees and costs of suit.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO TIMELY PAY FINAL WAGES**

12 (Labor Code §§ 201–203)

13 *(Plaintiff and the Waiting Time Penalty Class Against All Defendants)*

14 96. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

15 97. Labor Code § 201 requires that the employer immediately pay any wages, without
16 abatement or reduction, to any employee who is discharged. Likewise, Labor Code § 202 requires
17 that the employer pay all wages earned and unpaid, without abatement or reduction, no later than 72
18 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if at
19 least a 72-hour notice was provided.

20 98. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
21 penalty from the due date thereof at the same rate until paid or until an action therefore is
22 commenced, but the wages shall not continue for more than thirty (30) days.

23 99. At all relevant times here, Defendants did not provide Plaintiff and the Waiting Time
24 Penalty Class Members with all wages due and owing upon separation of employment, including,
25 but not limited to, minimum and overtime wages, and premium pay in lieu of missed meal periods
26 and rest breaks, within the time specified by Labor Code §§ 201–203.

27 100. Plaintiff alleges that, at all times material to this action, Defendants had a pattern and
28 practice of failing to timely pay to Plaintiff and the Waiting Time Penalty Class all wages due and

owing upon separation of employment as required by Labor Code §§ 201 and 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Waiting Time Penalty Class the above-described waiting time penalty, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

(Plaintiff and The Wage Statement Class Against All Defendants)

101. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

102. Labor Code § 226(a) requires that employers furnish its employees with written itemized wage statements that show the gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

103. Defendants violated Labor Code § 226(a) every pay period with respect to Plaintiff and the Wage Statement Class because Defendants failed to provide a wage statement to Plaintiff and the Wage Statement Class that complied with the requirements of Labor Code § 226(a) by failing to accurately state gross wages earned, failure to accurately state total hours worked, failure to accurately state all deductions, failure to accurately state net wages earned, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours at each hourly rate by the employee.

104. Defendants' failure to provide the required writing deprived Plaintiff and the Wage Statement Class of the ability to know, understand, and question the calculation and rate of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the Wage Statement Class had no way to dispute the resulting miscalculation of wages, all of which resulted in an unjustified economic enrichment to said Defendants. As a direct result, Plaintiff and the Wage Statement Class have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damages in

1 amounts according to proof at trial.

2 105. As a result of Defendants' knowing and intentional failure to comply with Labor
3 Code § 226(a), Plaintiff and the Wage Statement Class have suffered an injury in that each was
4 prevented from knowing, understanding and disputing the wage payments paid to them.
5 Furthermore, Plaintiff and the Wage Statement Class have each and all suffered an injury in that the
6 failure to show all wages earned on the itemized wage statements resulted these employees being
7 denied all necessary deductions, payments, and withholdings owed by the employer, including, but
8 not limited to, the failure to make all necessary contributions for unemployment benefits, social
9 security benefits, proper payment of taxes and withholdings, and other mandated state and federal
10 benefits.

11 106. Plaintiff has also been injured as a result of having to bring this action to attempt to
12 obtain correct wage information following Defendants' refusal to comply with many of the
13 mandates of California's Labor Code and related laws and regulations.

14 107. Labor Code § 226(e) requires said Defendants to pay the greater of all actual
15 damages or fifty dollars (\$50) per employee for the initial pay period in which a violation occurred,
16 and one hundred dollars (\$100) per employee for each violation in subsequent pay periods, plus
17 attorneys' fees and costs, to Plaintiff and the Wage Statement Class who were injured by
18 Defendants' failure to comply with Labor Code § 226(a). The exact amount of the applicable
19 penalty is all in an amount to be shown according to proof at trial.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO PAY REPORTING TIME WAGES**

22 (Cal. Code Regs. Tit. 8, § 11140)

23 *(Plaintiff and All Classes Against All Defendants)*

24 108. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

25 109. Pursuant to Cal. Code Regs. Title 8 § 11140(5)(a), "[e]ach workday an employee is
26 required to report for work and does report, but is not put to work or is furnished less than half said
27 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
28 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at

1 the employee's regular rate of pay, which shall not be less than the minimum wage."

2 110. At all times relevant herein, Defendants failed to compensate Plaintiff and the Class
3 Members for shifts in which Defendants would schedule these employees for work but would
4 subsequently cancel such shifts upon their arrival to work, without prior notice.

5 111. Specifically, when Plaintiff and the Class Members would arrive at work to
6 commence their shift, they were at times informed upon their arrival that the employee's
7 counterpart on a particular job was not available for work that day. As a result, Defendants would
8 cancel that particular employee's shift for the day. Rather than compensate the reporting employee
9 for reporting to work in accordance with California law, Defendants would force the employee to
10 use his or her accrued paid-time-off ("PTO") for the day. This illegal action not only deprived
11 Plaintiff and the Class Members of compensation they should have earned for reporting to work,
12 but also caused these employees to lose their accrued PTO for which they would have otherwise
13 been paid in addition to the failed reporting time pay.

14 112. Accordingly, the failure to pay all reporting time pay due at the time of separation of
15 employment is the basis for waiting time penalties pursuant to Labor Code § 203.

16 113. Labor Code §§ 201–203 cause the unpaid wages of the employee to continue as a
17 penalty from the due date thereof at the same rate until paid or until an action therefore is
18 commenced, but the wages shall not continue for more than thirty (30) days.

19 114. At all relevant times here, Defendants did not provide Plaintiff and the Waiting Time
20 Penalty Class Members with all wages due and owing upon separation of employment, including,
21 but not limited to, reporting time pay, within the time specified by Labor Code §§ 201–203.

22 115. Plaintiff alleges that, at all times material to this action, Defendants had a pattern and
23 practice of failing to timely pay to Plaintiff and the Waiting Time Penalty Class all wages due and
24 owing upon separation of employment as required by Labor Code §§ 201 and 202. Consequently,
25 pursuant to Labor Code § 203, Defendants owe Plaintiff and the Waiting Time Penalty Class the
26 above-described waiting time penalty, all in an amount to be shown according to proof at trial and
27 within the jurisdiction of this Court.

28 ///

1 **NINTH CAUSE OF ACTION**

2 **UNFAIR AND UNLAWFUL COMPETITION**

3 (Business and Professions Code § 17200 *et seq.*)

4 (*Plaintiff and All Classes Against All Defendants*)

5 116. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 117. Defendants have engaged and continue to engage in unfair and/or unlawful business
7 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
8 failing to pay for all hours worked, including all minimum and overtime wages, by failing to
9 provide all legally required meal and rest periods or make premium payments in lieu thereof, by
10 failing to reimburse for all necessary business expenditures, by failing to provide accurate wage
11 statements to Plaintiff and members of the Classes.

12 118. Defendants' utilization of these unfair and/or unlawful business practices deprived
13 and continued to deprive Plaintiff and members of the Classes of compensation to which they are
14 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
15 over Defendants' competitors who have been and/or are currently employing workers and
16 attempting to do so in honest compliance with applicable wage and hour laws.

17 119. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
19 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
20 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

21 120. The acts complained of herein occurred within the last four years immediately
22 preceding the filing of the Complaint in this action.

23 121. Plaintiff was compelled to retain the services of counsel to file this court action to
24 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
25 Defendants' current hourly non-exempt employees and to enforce important rights affecting the
26 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
27 which he is entitled to recover under Code of Civil Procedure § 1021.5.

28 ///

1 accurate, itemized wage statements in violations of Labor Code § 226(a); and
2 124. On or about November 9, 2021, Plaintiff notified Defendant AAA Restaurant Fire
3 Control, Inc., via certified mail, and the California Labor and Workforce Development Agency
4 (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 et seq.,
5 with respect to violations of the California Labor Code identified in Paragraph 123 (a)-(e). Now that
6 sixty-five days have passed from Plaintiff notifying Defendant and the LWDA of these violations,
7 Plaintiff will have exhausted his administrative requirements for bringing a claim under the Private
8 Attorneys General Act with respect to these violations.
9 125. Plaintiff was compelled to retain the services of counsel to file this court action to
10 protect his interests and the interests of other non-exempt employees, and to assess and collect the
11 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which
12 he is entitled to receive under California Labor Code § 2699.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff, on behalf of himself and the Class Members, prays for judgment
15 and relief against Defendants, jointly and severally, as follows:

- 16 1. That the First through Ninth Causes of Action be certified as a class action;
- 17 2. That Plaintiff be appointed as Class Representative;
- 18 3. That counsels for Plaintiff be appointed as Class Counsel;
- 19 4. For all applicable statutory and/or civil penalties recoverable under the law;
- 20 5. For reasonable attorneys’ fees, costs of suit, and interest under the First through
21 Ninth Causes of Action to the extent permitted by law;
- 22 6. For injunctive relief and/or restitution as provided by the Labor Code and Business
23 and Professions Code § 17200, *et seq.*;
- 24 7. For a declaratory judgment that Defendants have violated various Labor Code
25 sections outlined herein;
- 26 8. For an award of damages in the amount of unpaid compensation including, but not
27 limited to, unpaid wages, benefits, and penalties according to proof, including interest thereon;
- 28 9. For pre- and post-judgment interest; and

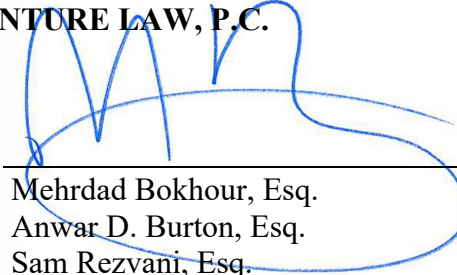
10. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiff, on behalf of himself and the Class Members, hereby demands a jury trial as to the First through Ninth Causes of Action pled herein.

Dated: April 18, 2022

BOKHOUR LAW GROUP, P.C.
VENTURE LAW, P.C.

By: 

Mehrdad Bokhour, Esq.
Anwar D. Burton, Esq.
Sam Rezvani, Esq.

Attorneys for Plaintiff and the Putative Classes

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
5 Stars, Suite 450, Los Angeles, California 90067.

6 On April 25, 2022, I served the following document(s) described as **FIRST AMENDED**
7 **CLASS ACTION AND PAGA COMPLAINT** on the interested parties in this action by
8 placing true copies thereof enclosed in sealed envelopes addressed as follows:

9 ALDEN J. PARKER, ESQ.
E-Mail: aparker@fisherphillips.com
10 ERIN J. PRICE, ESQ.
E-Mail: eprice@fisherphillips.com
11 **FISHER & PHILLIPS LLP**
621 Capitol Mall, Suite 1400
12 Sacramento, California 95814

13 *Counsel for defendant AAA Restaurant*
14 *Fire Control, Inc.*

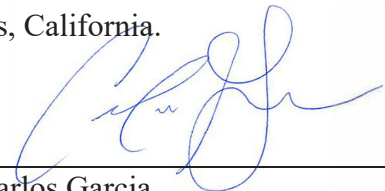
VENTURE LAW, P.C.
Sam Rezvani, Esq. CA Bar No. 285376
srezvani@venturelawpc.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 893-3402

Co-Counsel for Plaintiff and the Putative
Classes

15 **BY ELECTRONIC MAIL:** Based on a Court order or an agreement by the parties to
16 accept service by e-mail or electronic transmission, I caused such the document(s) described above
17 to be sent from my email address to the persons listed above. I did not receive, within a reasonable
time after the transmission, any electronic message or indication that the transmission was
unsuccessful.

18 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

19 Executed on April 25, 2022, at Los Angeles, California.

20 
21 _____
22 Carlos Garcia
23
24
25
26
27
28