

David V. Jafari (CA SBN 207881)
djafari@jafarilawgroup.com
Saul Acherman (CA SBN 288036)
sacherman@jafarilawgroup.com
Jafari Law Group, Inc.
2020 Main St. Suite 350
Irvine, CA 92614
949-362-0100

Attorneys for Plaintiff
PABLO AMADOR

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/27/2022 at 04:36:33 PM
Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO
CENTRAL DIVISION, HALL OF JUSTICE

PABLO AMADOR, an individual,

Plaintiff,

vs.

DACM INC., a California corporation; TOO
FAST, INC., a California corporation;
CALIFORNIA MOTORCYCLE
ASSESSORIES, INC., a California
corporation; DASB, INC., a California
corporation; DAMLA, INC., a California
corporation; PABLO A. VEGLIA, an
individual; CLAUDIA PEREZ, an individual;
SCOTT KING, an individual; and DOES 1 –
50, inclusive,

Defendants.

Case No. 37-2022-00044027-CU-OE-CTL

PLAINTIFF'S COMPLAINT FOR:

1. RETALIATION
2. FAILURE TO PROVIDE REST PERIODS
3. FAILURE TO PROVIDE MEAL PERIODS
4. FAILURE TO PAY OVERTIME; FAILURE TO PAY ALL WAGES EARNED
5. FAILURE TO PAY ALL WAGES OWED AT TERMINATION
6. FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS
7. FAILURE TO REIMBURSE BUSINESS EXPENSES
8. UNLAWFUL BUSINESS PRACTICES
9. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT

Amount demanded exceeds \$25,000.

JURY TRIAL DEMANDED

1. The matters in this Complaint are true to the Plaintiff's knowledge, except the matters which are therein stated on information and belief, and as to those matters Plaintiff believes them to be true.

2. Plaintiff PABLO AMADOR, an individual, hereby alleges against Defendants DEL AMO MOTORSPORTS OF SOUTH BAY, ET AL.; and DOES 1 – 50 (hereinafter “Defendants”) inclusive as follows:

GENERAL INTRODUCTORY ALLEGATIONS

3. Plaintiff is PABLO AMADOR (also referred to as “Plaintiff” or “Mr. Amador”). At all times, Plaintiff was a resident of the County of San Diego, California. Plaintiff was employed by Individuals Defendants and the Entity Defendants from on or around December 2019 to on or around December 2021.

4. The grounds of this action are multiple illegal employment practices giving rise to the following:

- a. Causes of action for multiple violations of various wage/hour and related laws, including retaliation for complaining about various wage/hour laws that deprived MR. AMADOR of employment benefits and rights mandated under California law.
- b. Unlawful business practice claims related to Defendants' unlawful employment practices.
- c. An action brought by Mr. Amador under the Private Attorneys General Act (Lab. Code §§ 2698 – 2699.6) for violations of various California employment wage/hour laws.

5. Mr. Amador brings this action against the following Individual Defendants and Entity Defendants, alter egos, and other persons/entities engaged with Individual Defendants and Entity Defendants in a joint enterprise of providing motorcycle dealership services:

6. Defendants PABLO E. VEGLIA; CLAUDIA PEREZ; SCOTT KING, and DOES 1 through 50 (hereinafter collectively “Individual Defendants”) were the employers/joint

employers of Mr. Amador referenced herein providing motorcycle dealership goods and services via dealership locations in the State of California including, but not limited to DASB Inc. dba DEL AMO MOTORSPORTS OF SOUTH BAY located at 1890 Auto Park Pl. Chula Vista, CA 91911, DACM Inc. dba DEL AMO MOTORSPORTS OF ORANGE COUNTY located at 1590 Newport Blvd. Costa Mesa, CA 92627, TOO FAST, Inc. dba DEL AMO MOTORSPORTS OF REDONDO BEACH located at 2500 Marine Ave. Redondo Beach, CA 90278, DAMILA Inc. dba DEL AMO MOTORSPORTS OF LOS ANGELES located at 15725 Lakewood Blvd. Paramount, CA 90723, CALIFORNIA MOTORCYCLE ASSESSORIES, Inc. dba DEL AMO MOTORSPORTS OF LONG BEACH located at 3291 Cherry Ave. Long Beach, CA 90807, (hereinafter “DEL AMO MOTORSPORTS” and/or “ENTITY DEFENDANTS”).

7. On information and belief, Individual Defendants PABLO E. VEGLIA, CLAUDIA PEREZ, SCOTT KING, and DOES 1 through 50 were officers, directors, and/or managing agents of DEL AMO MOTORSPORTS and dealerships identified above. The Individual Defendants were also supervisors who 1) either directly participated in and/or encouraged the illegal conduct described herein and/or 2) ratified the illegal conduct of employees/co-employees under their supervision. While acting on behalf of DEL AMO MOTORSPORTS and/or corporations referenced above, these Individual Defendants caused the California laws referenced herein to be violated by establishing and/or implementing employment, wage, and/or payroll procedures and/or policies that violated said laws. Therefore, to the extent permitted by Labor Code §§ 558.1, the Individual Defendants are individually liable for the violations of law as alleged herein.
8. On information and belief, each ENTITY DEFENDANT referenced herein was a joint employer of Mr. Amador working at one or more of DEL AMO MOTORSPORTS’ locations.
9. Each of the Individual Defendants had the authority to set DEL AMO MOTORSPORTS’ policies, procedures, and practices as well as the authority to hire, transfer, promote,

1 assign, reward, discipline the workers working at DEL AMO MOTORSPORTS and/or
2 to effectively recommend said actions. Additionally, Individual Defendants also had
3 responsibility to act on employee grievances and/or effectively recommend action on
4 employee grievances, including but not limited to Mr. Amador's. The Individual
5 Defendants also had the responsibility to direct Mr. Amador and other aggrieved
6 employees' daily work activities at each Entity Defendants' principal place of business.
7 The exercise of said authority and responsibility by the Individual Defendants required
8 the use of independent judgment of all said Individual Defendants.

9 10. While acting on behalf of DEL AMO MOTORSPORTS Defendants PABLO A.
10 VEGLIA (CEO of Entity Defendants), CLAUDIA PEREZ (Secretary of Entity
11 Defendants), SCOTT KING (CFO of Entity Defendants) and DOES 1 through 50 caused
12 the California laws regarding the wages, hours of work, and working conditions set forth
13 below to be violated by establishing and/or implementing employment, wage, and/or
14 payroll procedures and/or policies that violated the Labor Code and/or Industrial Wage
15 Order No. 4-2001 ("Wage Order"). Therefore, to the extent permitted under Labor Code
16 § 558.1, said Individual Defendants are as liable as DEL AMO MOTORSPORTS for
17 such violation(s).

18 11. At all times herein and for many prior years, Defendants PABLO A. VEGLIA,
19 CLAUDIA PEREZ, SCOTT KING and DOES 1 through 50 either employed/jointly employed
20 individuals in California and/or were involved in managing businesses and/or employees in
21 California. On information and belief, during those years, said Individual Defendants were
22 provided with notifications from various governmental agencies as well as employment law
23 publications, advising them of the requirements of the employment laws referenced herein.

24 12. Accordingly, Individual Defendants knew the obligations owed to workers under
25 California law. As such, Individual Defendants' failures to comply with the applicable Labor
26 Code sections, the Industrial Wage Order, regulations, and local laws as described herein were
27 done willfully, intentionally and with full knowledge of their illegality. Despite said knowledge,
28 said Individual Defendants deliberately approved, established and/or implemented company-

1 wide policies, procedures and/or practices they knew violated California law as set forth herein
2 and did so for the purpose of maximizing the profits of DEL AMO MOTORSPORTS as well as
3 their own personal gain (monetary or otherwise) to the illegal detriment of employees working
4 at one or more DEL AMO MOTORSPORTS's locations, including Mr. Amador's.

5 13. Additionally, based on requirements set forth in the Labor Code and the Wage Order
6 applicable to Defendants' businesses, at all times herein, Individual Defendants knew it was
7 necessary to possess, and Individual Defendants did possess, a certain level of knowledge and
8 skill in order to comply with the labor and employment laws applicable to their area of business.
9 Said knowledge was vastly superior to that of Entity Defendants' employees. Moreover, as set
10 forth herein, Entity Defendants' employees depended on Individual Defendants to know, record
11 and/or track certain information to ensure California labor laws and/or employment laws were
12 followed. Such things include: the dates and times worked by employees, when wages were
13 owed to employees, the minimum and overtime wages owed to employees, the number of rest
14 breaks and meal breaks the employees were entitled to, when rest breaks and meal breaks were
15 required to be provided, the information required to be included on wage statements, and when
16 employees should be paid their final wages under the Labor Code.

17 14. On information and belief, DEL AMO MOTORSPORTS and each DOE Defendant that
18 was a business entity or organization at the relevant times herein, has been and continues to be a
19 privately-owned business authorized to do business in the State of California.

20 Alter-Ego / Single Enterprise Allegations

21 15. All Entity Defendants herein are and at all times herein mentioned were the alter-egos of
22 each and every other Entity Defendant and there exists, and at all times herein mentioned has
23 existed, a unity of interest and ownership between said Individual Defendants, such that any
24 separateness between them has ceased to exist in that the Individual Defendants have completely
25 controlled, dominated, managed, and operated the business and have intermingled the assets of
26 each to suit their convenience. Further, the business Entity Defendants are, and at all times
27 mentioned herein were, mere shells, instrumentalities, and conduits through which the Individual
28 Defendants carried out their business by its name while exercising complete control and

1 dominance of the business such that individuality or separateness did not exist. Additional facts
2 supporting the existence of an alter ego relationship between Entity Defendants include the
3 following: on information and belief, Individual Defendants commingled funds and other assets,
4 Entity Defendants held themselves out as a single entity, Individual Defendants share equitable
5 ownership, they use the same offices, Individual Defendants have disregarded corporate
6 formalities, and Individual Defendants have shared or share the same directors and officers, etc.

7 16. Individual Defendants and Entity Defendants and DOES 1 – 50 were also engaged in a
8 single enterprise of providing motorcycle dealership services in which each said Defendant
9 contributed skill, effort, knowledge, and/or money to achieve a common purpose of maximizing
10 the profits of the single enterprise.

11 **FACTUAL ALLEGATIONS**

12 17. Plaintiff was employed as a non-exempt hourly employee working approximately forty
13 (40) hours per week for Defendants from December 2019 to December 2021. From the start of
14 his employment, Plaintiff was never allowed to take his meal and rest breaks free from
15 interruption and his duties. Specifically, Defendants required Plaintiff to perform work whenever
16 and wherever he was needed.

17 18. For example, Defendants ordered Plaintiff to move motorcycles and to pick up items
18 during his rest and meal breaks, often broadcasting over loudspeakers Plaintiff's tasks. When
19 Plaintiff stepped away from the premises for his meal and rest breaks, Defendants called Plaintiff
20 to come back and ordered him to stay on the sales floor in case a customer would arrive. Often,
21 Plaintiff did not eat anything due to how Defendants conducted Plaintiff's meal and rest breaks.

22 19. Thus, Plaintiff's rest and meal breaks were always interrupted, and on multiple occasions
23 Plaintiff never received a rest and meal break at all.

24 20. Defendants required Plaintiff to work four (4) or more hours without authorizing or
25 permitting a ten (10) minute rest period per each four (4) or more hours worked as required.
26 Plaintiff's rest period did not last the entire ten (10) minutes to which he was entitled.

27 21. Defendants also phoned Plaintiff after working hours, insisting that Plaintiff continuously
28 perform work-specific duties after Plaintiff had already clocked out. For example, Defendants

1 repeatedly instructed Plaintiff to deliver motorcycles and ATVs to different cities. On average,
2 Plaintiff made three deliveries every week and spent at least an hour for each delivery.
3 Defendants did not compensate Plaintiff for performing off-the-clock duties, including but not
4 limited to reimbursement of Plaintiff's driving and gas expenses.

5 22. Plaintiff was entitled to receive all wages owed to him. Plaintiff was required to work
6 more than eight (8) hours per day, forty (40) hours per week, and/or six (6) consecutive days per
7 week without overtime compensation. On at least one occasion, Plaintiff worked well over 94
8 hours during a pay period yet was only compensated for 74 hours. Accordingly, Plaintiff did not
9 receive payment of all wages, including overtime wages, minimum wages, and these
10 circumstances do not appear in isolation.

11 23. Defendants retaliated when Plaintiff complained about his unpaid wages and working
12 off-the-clock. For example, Plaintiff complained to Defendants that he was not receiving proper
13 meal and rest periods and that he was not being properly compensated for working during his
14 meal and rest periods. In response, Defendants confronted Plaintiff about Defendants' failing to
15 pay Plaintiff's overtime wages, failing to provide proper meal and rest periods, and failing to
16 reimburse Plaintiff's business expenses. Rather than addressing these complaints, Defendants
17 ignored Plaintiff's complaints and Defendant filed write-ups, correcting Plaintiff's missed rest
18 and meal breaks. If Plaintiff did not sign these write-ups, Defendant threatened Plaintiff.

19 24. Finally, Defendants terminated Plaintiff after Plaintiff made a complaint about working
20 off-the-clock. Approximately one week prior to Plaintiff's termination, Defendants called
21 Plaintiff to work off-the-clock. Plaintiff complained to Defendants that he did not want to work
22 off-the-clock. Within a few days after Plaintiff made this complaint, Defendants retaliated by
23 terminating Plaintiff's employment.

24 25. Defendants' response to Plaintiff's complaint about unpaid wages and working off-the-
25 clock constituted retaliation, and Plaintiff's reasonable communications to meaningfully address
26 the issues resulted in termination.

27 26. Accordingly, Defendants violated multiple hour/wage and related laws, conducted
28 unlawful business practices, and failed to abide by the California Labor Code which deprived

1 Mr. Amador and other similarly aggrieved employees of their rights and employment benefits.

2
3 **FIRST CAUSE OF ACTION FOR RETALIATION AGAINST ENTITY**
4 **DEFENDANTS**

5 27. Plaintiff restates and incorporates by reference each and every allegation of the foregoing
6 paragraphs as though fully set forth herein.

7 28. At all times relevant to this complaint, Labor Code § 1102.5 was in effect and applicable
8 to Defendants. Labor Code § 1102.5 makes it unlawful for an employer to retaliate against an
9 employee for reporting violations of state or federal law.

10 29. Here, Mr. Amador reported to Entity Defendants about his complaints in the workplace.
11 Entity Defendants retaliated against Mr. Amador by reducing his work hours and eventually
12 firing Mr. Amador based on Mr. Amador's complaints about unpaid wages and his refusal to
13 work off-the-clock.

14 30. As a result of the aforesaid acts of Entity Defendants, Mr. Amador claims general
15 damages for mental and emotional distress and aggravation in an amount to be proven at trial.

16 31. As a direct and foreseeable result of the aforesaid acts of Entity Defendants, Mr. Amador
17 has lost and will continue to lose income and benefits in an amount to be proven at trial. Mr.
18 Amador claims such amount as general damages for mental and emotional distress and
19 aggravation in an amount to be proven at time of trial, together with pre-judgment interest
20 pursuant to Civil Code § 3287 and/or any other provision of law providing for pre-judgment
21 interest.

22 32. As a proximate result of the foregoing conduct of Entity Defendants, which violated the
23 provisions of Labor Code § 1102.5, Mr. Amador has been forced to incur and will continue to
24 incur attorney's fees and costs in the litigation of this claim in an amount to be proven at trial.

25
26 **SECOND CAUSE OF ACTION FOR FAILURE TO PAY OVERTIME WAGES;**
27 **FAILURE TO PAY ALL WAGES EARNED AGAINST DEFENDANTS**

28 33. Plaintiff restates and incorporates by reference each and every allegation of the foregoing

1 paragraphs as though fully set forth herein.

2 34. California Labor Code § 1198 and Industrial Welfare Commission (“IWC”) Wage Order
3 § 3 provide that it is unlawful to employ persons without compensating them at a rate of pay
4 either time-and-one-half or two-times that person’s regular rate of pay, depending on the number
5 of hours worked by the person on a daily or weekly basis.

6 35. Under Labor Code § 500 “workday” means “any consecutive 24-hour period
7 commencing at the same time each calendar day.”

8 36. Specifically, IWC Wage Order § 3 provides that Defendants are and were required pay
9 Plaintiff and the other class members employed by Defendants, and working more than eight (8)
10 hours in a day, more than forty (40) hours in a week, and/or more than six (6) consecutive days
11 in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours
12 in a day or more than forty (40) hours in a workweek.

13 37. Wage Order § 3 further provides that Defendants are and were required to pay Plaintiff
14 overtime compensation at a rate of two times their regular rate of pay for all hours worked in
15 excess of twelve (12) hours in a day.

16 38. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-
17 half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
18 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
19 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
20 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

21 39. During the relevant time period, Plaintiff worked in excess of eight (8) hours in a day, in
22 excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek.

23 40. During the relevant time period, Defendants intentionally and willfully failed to pay
24 overtime wages owed to Plaintiff and other aggrieved employees.

25 41. Defendants’ failure to pay Plaintiff and other aggrieved employees the unpaid balance of
26 overtime compensation, as required by California laws, violates the provisions of California
27 Labor Code §§ 510 and 1198, and is therefore unlawful.

28 42. Pursuant to California Labor Code § 1194, Plaintiff and other aggrieved employees are

1 entitled to recover unpaid overtime compensation, as well as interests, costs, and attorneys' fees.

2 43. As a direct and foreseeable result of the aforesaid acts of Defendants, Mr. Amador has
3 lost and will continue to lose income and benefits in an amount to be proven at trial. Mr. Amador
4 claims such amount as general damages for mental and emotional distress, aggravation, and
5 physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant
6 to Civil Code § 3287 and any other provision of law providing for pre-judgment interest.

7
8 **THIRD CAUSE OF ACTION FOR FAILURE TO PROVIDE MEAL PERIODS**
9 **AGAINST DEFENDANTS**

10 44. Plaintiff restates and incorporates by reference each and every allegation of the foregoing
11 paragraphs as though fully set forth herein.

12 45. At all relevant times, IWC Wage Order § 11 and California Labor Code §§ 226.7 and
13 512(a) were applicable to Plaintiff's employment by Defendants.

14 46. At all relevant times, California Labor Code § 226.7 provides that no employer shall
15 require an employee to work during any meal or rest period mandated by an applicable order of
16 the California IWC.

17 47. At all relevant times, IWC Wage Order § 11 and California Labor Code § 512(a) provide
18 that an employer may not require, cause or permit an employee to work for a work period of
19 more than give (5) hours per day without providing the employee with a meal period of not less
20 than thirty (30) minutes, except that if the total work period per day of the employee is no more
21 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
22 employee.

23 48. At all relevant times, Wage Order § 11 and California Labor Code § 512(a) further
24 provide that an employer may not require, cause or permit an employee to work for a work
25 period of more than ten (1) hours per day without providing the employee with a second
26 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours
27 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
28 consent of the employer and the employee only if the first meal period was not waived.

1 49. The Court has interpreted § 512 to require employers to relinquish control of their
2 employees' activities during meal periods: "Employers must afford employees uninterrupted
3 half-hour periods in which they are relieved of any duty or employer control and are free to come
4 and go as they please." Brinker Restaurant Corp. v. Superior Court, (2012) 53 Cal.4th 1004,
5 1037. Defendants did not allow Plaintiff to come and go as he pleased during his meal periods,
6 and so are in violation of the meal period requirement for every day on which Plaintiff was
7 entitled to a meal period.

8 50. During the relevant time period, Plaintiff and other aggrieved employees who were
9 scheduled to work for a period of time no longer than six (6), and who did not waive their legally
10 mandated meal periods by mutual consent, were required to work for periods longer than five
11 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest
12 period.

13 51. During the relevant time period, Plaintiff and other aggrieved employees who were
14 scheduled to work for a period of time in excess of six (6) hours were required to work for
15 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
16 (30) minutes and/or rest period.

17 52. During the relevant time period, Defendants intentionally and willfully required Plaintiff
18 to work during meal periods and failed to compensate Plaintiff the full meal period premium for
19 work performed during meal periods.

20 53. During the relevant time period, Defendants failed to pay Plaintiff the full meal period
21 premium due pursuant to California Labor Code § 226.7.

22 54. As a direct result, Plaintiff has suffered substantial damages in an amount to be proven
23 at trial and is entitled to all appropriate legal remedies provided by the Labor Code and Wage
24 Order, including unpaid wages, liquidated damages, interest, attorneys' fees, and costs of suit.

25 55. Defendants' conduct violates IWC Wage Order § 11 and California Labor Code §§ 226.7
26 and 512(a).

27 56. For all the days on which Plaintiff were denied a valid meal period, they are entitled to
28 seek and do seek from Defendants one additional hour of pay at the regular rate of compensation

1 for each workday that a meal period was not provided, pursuant to Wage Order § 11 and Labor
2 Code § 226.7(c). Further, pursuant to Labor Code § 1194, Plaintiff is entitled to their attorneys'
3 fees and costs and interest according to proof.

4
5 **FOURTH CAUSE OF ACTION FOR FAILURE TO PROVIDE REST PERIODS**
6 **AGAINST DEFENDANTS**

7 57. Plaintiff restates and incorporates by reference each and every allegation of the foregoing
8 paragraphs as though fully set forth herein.

9 58. At all times herein set forth, IWC Wage Order § 12 and California's Labor Code § 226.7
10 were applicable to Plaintiff's and other aggrieved employees' employment by Defendants.

11 59. At all relevant times, California Labor Code § 226.7 provides that no employer shall
12 require an employee to work during any rest period mandated by IWC Wage Order § 12.

13 60. At all relevant times, IWC Wage Order § 12 provides that "[e]very employer shall
14 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
15 the middle of each work period" and that the "rest period shall be based on the total hours worked
16 daily at the rate of ten (1) minutes net rest time per four (4) hours or major fraction thereof"
17 unless the total daily work times is less than three and one-half (3 ½) hours.

18 61. In Augustus v. ABM Security Services, Inc., (2016) 2 Cal.5th 257, the California
19 Supreme Court held that "state law requires employers to provide their employees with rest
20 periods that are free from duties or employer control."

21 62. Furthermore, California Labor Code § 226.7(a) provides that employees compensated
22 on a piece-rate basis during a pay period shall be compensated for rest and recovery periods and
23 other nonproductive time separate from any piece-rate compensation.

24 63. During the relevant time period, Defendants required Plaintiff and other aggrieved
25 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute
26 rest period per each four (4) hour period worked.

27 64. During the relevant time period, Defendants willfully required Plaintiff and other
28 aggrieved employees to work during rest periods and failed to pay Plaintiff and other aggrieved

1 employees the full rest period premium for work performed during rest periods.

2 65. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved
3 employees the full rest period premium due pursuant to California Labor Code § 226.7.

4 66. As a direct result, Mr. Amador has suffered and continues to suffer substantial damages
5 in an amount to be proven at trial and are entitled to all appropriate legal remedies provided by
6 the Labor Code and the Wage Order, including unpaid wages, liquidated damages, interest,
7 attorneys' fees, and costs of suit.

8 67. Defendants' conduct violates IWC Wage Order § 12 and California Labor Code § 226.7.

9 68. Mr. Amador is entitled to seek and do seek from Defendants one additional hour of pay
10 at the regular rate of compensation for each workday that a rest period was not provided,
11 pursuant to Wage Order § 12 and Labor Code § 226.7(c). Further, pursuant to Labor Code §
12 1194, Plaintiff is entitled to their attorneys' fees and costs and interest according to proof.

13
14 **FIFTH CAUSE OF ACTION FOR FAILURE TO IMMEDIATELY PAY ALL WAGES**
15 **DUE ON DISCHARGE AGAINST DEFENDANTS**

16 69. Plaintiff restates and incorporates by reference each and every allegation of the foregoing
17 paragraphs as though fully set forth herein.

18 70. At all relevant times herein set forth, California Labor Code §§ 201 - 203 provide that if
19 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
20 due and payable immediately, and if an employee quits his or her employment, his or her wages
21 shall become due and payable not later than seventy-two (72) hours thereafter, unless the
22 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
23 the employee is entitled to his or her wages at the time of quitting.

24 71. During the relevant time period, Defendants intentionally and willfully failed to pay
25 Plaintiff his wages, earned and unpaid, within seventy-two (72) hours of their leaving
26 Defendants' employment.

27 72. California Labor Code § 203 provides that if an employer willfully fails to pay wages
28 owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a

1 penalty from the due date thereof at the same rate until paid or until an action is commenced;
2 but the wages shall not continue for more than thirty (30) days.

3 73. Plaintiff is entitled to recover from Defendants the statutory penalty wages for each day
4 they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

5
6 **SIXTH CAUSE OF ACTION FOR FAILURE TO PROVIDE ACCURATE, ITEMIZED**
7 **WAGE STATEMENTS AGAINST ENTITY DEFENDANTS**

8 74. Plaintiff restates and incorporates by reference each and every allegation of the foregoing
9 paragraphs as though fully set forth herein.

10 75. California Labor Code §§ 226, 226.2 and Wage Order § 7 require employers to make,
11 keep, and provide true, accurate, and complete employment records, including itemized wage
12 statements.

13 76. More specifically, Labor Code § 226(a) requires an employer to furnish its employees
14 with an accurate itemized statement in writing, showing, among other things, gross wages
15 earned, net wages earned, all applicable hourly rates in effect during the pay period, and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 77. Under Labor Code § 226, an employee suffering injury as a result of a knowing and
18 intentional failure by an employer to comply with §226(a) is entitled to recover the greater of all
19 actual damages or \$50 for the initial pay period in which a violation occurs and \$100 for each
20 violation in a subsequently pay period up to a maximum of \$4,000.

21 78. Wage Order § 7 requires that employers furnish to each employee an itemized statement
22 in writing showing all deductions, the inclusive dates of the period for which the employee is
23 paid, the employee's name or social security number, and the employer's name.

24 79. Defendants are required to provide employees with accurate, itemized wage statements
25 starting, among other things, gross wages earned, total hours worked, net wages earned, all
26 applicable hourly rates in effect during the pay period, and the number of hours worked at each
27 hourly rate.

28 80. However, the itemized wage statements Mr. Amador and other aggrieved employees

1 received failed to record the number of regular and overtime hours actually worked because
2 Defendants, or one or more of Defendants' agents, would often unlawfully discount or delete
3 hours from Mr. Amador's time records so that those hours are not reflected therein; this practice
4 was not limited to Mr. Amador, but has affected other current and former employees.

5 81. Moreover, although at least a portion of Mr. Amador's wages were based on piece-rate
6 compensation, Mr. Amador's wage statements are missing information required pursuant to
7 Labor Code § 226.2, including but not limited to, for example, total hours of compensable rest
8 and recovery periods, the rate of compensation, and the gross wages paid for that time during
9 the pay period.

10 82. As a direct and proximate result of Defendants' conduct, Mr. Amador has been injured
11 by, among other things, not knowing how many hours he worked and at what rates, not being
12 paid all wages due, and being required to file this action to recover his wages and determine the
13 number of hours worked and wages due.

14 83. Thus, Defendants are in violation of Labor Code §§ 226, 226.2, and Wage Order § 7.
15

16 **SEVENTH CAUSE OF ACTION FOR FAILURE TO REIMBURSE BUSINESS**

17 **EXPENSES AGAINST ENTITY DEFENDANTS**

18 84. Plaintiff restates and incorporates by reference each and every allegation of the foregoing
19 paragraphs as though fully set forth herein.

20 85. Code section 2802(a) provides: "An employer shall indemnify her or her employee for
21 all necessary expenditures or losses incurred by the employee in direct consequence of the
22 discharge of her duties, or of her obedience to the directions of the employer, even though
23 unlawful, unless the employee, at the time of obeying the directions, believed them to be
24 unlawful."

25 86. Entity Defendants routinely failed to reimburse Mr. Amador for the following
26 expenditures incurred as a result of discharging her duty: cell phone usage, driving and gas
27 expenses, and other necessary expenditure and losses incurred by Mr. Amador in direct
28 consequence for the discharge of his duties.

1 87. Under Labor Code § 2802(c), Mr. Amador is entitled to recover all reasonable costs,
2 including attorney's fees, incurred in enforcing his rights granted by § 2802.

3
4 **EIGHTH CAUSE OF ACTION FOR UNLAWFUL BUSINESS PRACTICES AGAINST**
5 **ENTITY DEFENDANTS**

6 88. Plaintiff restates and incorporates by reference each and every allegation of the foregoing
7 paragraphs as though fully set forth herein.

8 89. Entity Defendants' actions and conduct alleged herein constitute unlawful, unfair,
9 deceptive, and misleading business practices, prohibited by Business & Professions Code §§
10 17200 et seq.

11 90. Mr. Amador is informed and believes, and thereon alleges, that Entity Defendants
12 utilized improper, unlawful tortious means to unjustly enrich themselves, and to cause deliberate
13 injury to Mr. Amador.

14 91. Among other things, Mr. Amador seeks restitution and a return of all moneys obtained
15 by Entity Defendants through their wrongful conduct.

16
17 **NINTH CAUSE OF ACTION FOR CIVIL PENALTIES PURSUANT TO THE**
18 **PRIVATE ATTORNEYS GENERAL ACT**

19 92. Plaintiff restates and incorporate by reference each and every allegation of the foregoing
20 paragraphs as though fully set forth herein.

21 93. On behalf of all affected current and former employees, Plaintiff seeks all applicable
22 penalties related to these violations of the California Labor Code pursuant to California's Labor
23 Code Private Attorneys General Act of 2004.

24 94. Pursuant to Labor Code § 2699.3, Plaintiff provided notice to the Labor and Workforce
25 Development Agency ("LWDA") and written notice by U.S. certified mail to Defendants of the
26 specific provisions of the Labor Code alleged to have been violated and the facts and theories to
27 support the alleged violations. These notices were sent on December 29, 2021. The LWDA did
28 not respond to the notice within sixty-five calendar days. Thus, under Labor Code §

1 2699.3(a)(2)(C), Plaintiff is permitted to commence a civil action pursuant to Labor Code §
2 2699.

3 95. Under Labor Code § 2699(f), “[f]or all provisions of this code except those for which a
4 civil penalty is specifically provided, there is established a civil penalty for a violation of these
5 provisions, as follows: ... If, at the time of the alleged violation, the person employs one or more
6 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay
7 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
8 pay period for each subsequent violation.”

9 96. As alleged herein, Plaintiff and similarly aggrieved employees seek, and Defendants are
10 liable for, penalties for the violations of Labor Code, including the following:

11 97. Violation of Labor Code § 1102.5 for making and enforcing a policy of retaliation against
12 Plaintiff and similarly aggrieved employees for disclosing an employer’s unlawful activities;

13 98. Violation of Labor Code § 226.7 for failure to provide rest periods to Plaintiff and
14 similarly aggrieved employees;

15 99. Violation of Labor Code § 226.7 and 512 for failure to provide meal breaks to Plaintiff
16 and similarly aggrieved employees;

17 100. Violation of Labor Code § 510 and 1194 for failure to pay overtime wages to
18 Plaintiff and similarly aggrieved employees;

19 101. Violation of Labor Code §§ 201 – 203 for failure to pay all wages owed at
20 termination to Plaintiff and similarly aggrieved employees;

21 102. Violation of Labor Code § 226 for failure to provide accurate, itemized wage
22 statements to Plaintiff and similarly aggrieved employees;

23 103. Plaintiff and similarly aggrieved employees are also entitled to seek all
24 reasonable attorney’s fees and costs of suit pursuant to Labor Code § 2699(g)

25
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

28 For all unpaid wages due to Plaintiff in amounts to be proven at trial, not less than

1 \$102,594;

2 For the full amount of liquidated damages due Plaintiff pursuant to Labor Code §§ 1194
3 and 1194.2;

4 For recovery as authorized by Labor Code § 226(e);

5 For restitution of all unpaid wages due Plaintiff;

6 For all applicable statutory penalties, in amounts to be proven at trial;

7 For an award of waiting time penalties pursuant to Labor Code § 203, in amounts to be
8 proven at trial;

9 For general damages including compensatory damages according to proof;

10 For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) as well as
11 Civil Code § 3287 and to the extent permitted by law, the California Constitution, and/or deemed
12 equitable by the Court;

13 For all applicable interest on damages, wages, and penalties due;

14 For injunctive relief to prevent further violations of the Labor Code;

15 For declaratory relief that Defendants engaged in unfair practices;

16 For declaratory relief that Defendants violated Labor Code §§ 201-203, 226, 226.7, 510,
17 512, 1194, and 1197;

18 For restitution of all moneys due to Plaintiff, and disgorged profits from the unlawful
19 and/or unfair business practices of Defendants, pursuant to Business & Professions Code
20 §17200;

21 For one hour of pay at each of the employees' regular rate of compensation for each
22 workday that a legally compliant rest period was not provided;

23 For one hour of pay at each of the employees' regular rate of compensation for each
24 workday that a legally compliant meal period was not provided;

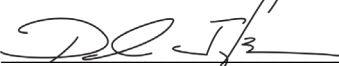
25 For costs of suit, expenses, and attorneys' fees pursuant to Labor Code §§226(e) and (h),
26 1194(a), and all other applicable law, and;

27 For all such other and further relief that the Court may deem just and proper.
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Dated: October 27, 2022

JAFARI LAW GROUP, INC.



David V. Jafari
Saul Acherman
Attorneys for Plaintiff
PABLO AMADOR

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues so triable in the Complaint.

Dated: October 27, 2022

JAFARI LAW GROUP, INC.



David V. Jafari
Saul Acherman
Attorneys for Plaintiff
PABLO AMADOR

VERIFICATION

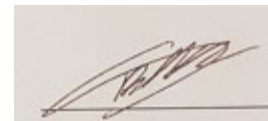
I am a party to this action. I am authorized to make this verification for and on behalf of myself and make this verification for this reason.

I have examined the foregoing Complaint and know its contents.

The matters stated in the foregoing Complaint are true to my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters I believe them to be true.

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

Executed at _____ San Diego _____, California on _____ 10/27/2022 _____.



PABLO AMADOR