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Assigned For All Purposes

Judge Peter Wilson
CX-102

Attorneys for Plaintiff
MARIA RODRIQUEZ

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

MARIA RODRIQUEZ, an individual,

Plaintiff,

v.

OC AUTO EXCHANGE, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 30-2022-01246334-CU-OE-CXC

COMPLAINT FOR:

- (1) FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1194, 1197);**
- (2) FAILURE TO COMPENSATE FOR ALL HOURS WORKED (LABOR CODE § 1198);**
- (3) FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 510, 1194, 1198 ET SEQ.);**
- (4) FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7, 512);**
- (5) FAILURE TO PROVIDE REST PERIODS (LABOR CODE § 226.7);**
- (6) FAILURE TO PROVIDE AOC AUTORATE WAGE STATEMENTS (LABOR CODE § 226);**
- (7) WAITING TIME PENALTIES**
- (8) VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17200 ET SEQ**
- (9) VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2698, ET SEQ. (VIOLATION OF THE**

**PRIVATE ATTORNEYS
GENERAL ACT)**

UNLIMITED CIVIL CASE

DEMAND FOR JURY TRIAL

PLAINTIFF, MARIA RODRIQUEZ (“PLAINTIFF” or “RODRIQUEZ”), an individual, hereby submits this Complaint for Damages against OC AUTO EXCHANGE (“OC AUTO”), a California corporation and DOES 1 through 100, inclusive (hereinafter, all DEFENDANTS will be referred to collectively as DEFENDANTS, and each of them, and alleges as follows:

PARTIES, JURISDICTION, VENUE

(1) PLAINTIFF was and is at all relevant times herein an individual residing in the County of Los Angeles, State of California.

(2) OC AUTO is and at all time relevant hereto was a California corporation, existing, doing business, and employing individuals in the County of Los Angeles, State of California.

(3) The true names and capacities, whether individual, corporate, associate, or otherwise of the DEFENDANTS named herein as DOES 1-100, inclusive, are unknown to PLAINTIFF at this time and therefore said DEFENDANTS are sued by such fictitious names. PLAINTIFF will seek leave to amend this Complaint to insert the true names and capacities of said DEFENDANTS when the same become known to PLAINTIFF. PLAINTIFF is informed and believes and thereupon alleges that each of the fictitiously-named DEFENDANTS is responsible for the wrongful acts alleged herein and is therefore liable to PLAINTIFF as alleged hereinafter.

(4) PLAINTIFF is informed and believes, and based thereupon alleges, that at all times relevant hereto, DEFENDANTS, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other DEFENDANTS, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employment, alter ego status, and/or joint venture and with the permission and consent of each of the other DEFENDANTS.

1 (5) PLAINTIFF is informed and believes, and based thereupon alleges, that
2 DEFENDANTS, and each of them, including those DEFENDANTS named DOES 1-100, acted in
3 concert with one another to commit the wrongful acts alleged therein, and aided, abetted, incited,
4 compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
5 so. PLAINTIFF is further informed and believes, and based thereupon alleges, that the
6 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-100, formed
7 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
8 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
9 intended to and actually causing PLAINTIFF harm.

10 (6) Whenever and wherever reference is made in this Complaint to any act or failure to
11 act by a DEFENDANT or co-DEFENDANT, such allegations and references shall also be deemed
12 to mean the acts and/or failures to act by each DEFENDANT acting individually, jointly and
13 severally.

14 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

15 (7) PLAINTIFF is informed and believes, and based thereon alleges, that there exists such
16 a unity of interest and ownership between OC AUTO and DOES 1-100 that the individuality and
17 separateness of DEFENDANTS have ceased to exist.

18 (8) PLAINTIFF is informed and believes, and based thereon alleges. that despite the
19 formation of purported corporate existence, DOES 1-100 are, in reality, one and the same as OC
20 AUTO, including, but not limited to because:

21 (a) OC AUTO is completely dominated and controlled by DOES 1-100, who personally
22 violated the laws as set forth in this Complaint, and who have hidden and currently
23 hide behind OC AUTO to circumvent statutes or accomplish some other wrongful or
24 inequitable purpose.

25 (b) DOES 1-100 derive actual and significant monetary benefits by and through OC
26 AUTO's unlawful conduct, and by using OC AUTO as the funding source for their
27 own personal expenditures.

28 (c) PLAINTIFF is informed and believes that OC AUTO and DOES 1-100, while really

1 one and the same, were segregated to appear as though separate and distinct for
2 purposes of circumventing a statute or accomplishing some other wrongful or
3 inequitable purpose.

4 (d) PLAINTIFF is informed and believes that OC AUTO and do not comply with all
5 requisite corporate formalities to maintain a legal and separate corporate existence.

6 (e) PLAINTIFF is informed and believes, and based thereon alleges, that the business
7 affairs of OC AUTO and DOES 1-100 are, and at all times relevant were, so mixed
8 and intermingled that the same cannot reasonably be segregated, and the same are in
9 inextricable confusion. OC AUTO is, and at all times relevant hereto were, used by
10 DOES 1-100 as a mere shell and conduit for the conduct of certain of
11 DEFENDANTS' affairs, and are, and were, the alter ego of DOES 1-100. The
12 recognition of the separate existence of OC AUTO would not promote justice, in that
13 it would permit DEFENDANTS to insulate themselves from liability to PLAINTIFF
14 for violations of the Government Code, Labor Code, and other statutory violations.
15 The corporate existence of OC AUTO and DOES 1-100 should be disregarded in
16 equity and for the ends of justice because such disregard is necessary to avoid fraud
17 and injustice to PLAINTIFF herein.

18 (9) Accordingly, OC AUTO constitutes the alter ego of DOES 1-100, and the fiction of
19 their separate corporate existence must be disregarded.

20 (10) As a result of the aforementioned facts, PLAINTIFF is informed and believes, and
21 based thereon alleges that OC AUTO and DOES 1-100 are PLAINTIFF's joint employers by virtue
22 of a joint enterprise, and that PLAINTIFF was an employee of OC AUTO and DOES 1-100.
23 Plaintiff performed services for each and every one of DEFENDANTS, and to the mutual benefit of
24 all DEFENDANTS, and all DEFENDANTS shared control of PLAINTIFF as an employee, either
25 directly or indirectly, in the manner in which DEFENDANTS' business was and is conducted.

26 **GENERAL ALLEGATIONS**

27 (11) PLAINTIFF was employed by DEFENDANTS employed on a full-time basis as a
28 Funder from approximately February 2020 until her termination on approximately June 2021.

1 (12) PLAINTIFF's job duties and responsibilities included, without limitation, assisting in
2 the day to day activities of the auto dealership.

3 (13) DEFENDANTS controlled, directed, and supervised the manner and method in which
4 PLAINTIFF carried out her job duties and responsibilities.

5 (14) DEFENDANTS also decided the hours and days PLAINTIFF works each week.

6 (15) PLAINTIFF last rate of pay was approximately Seventeen Dollars (\$17.00) an hour.

7 (16) PLAINTIFF did not have the authority to hire or fire others and DEFENDANTS did
8 not give particular weight to PLAINTIFF's suggestions or recommendations as to the hiring or firing
9 of others or as to the advancement and promotion of others.

10 (17) Accordingly, PLAINTIFF was a non-exempt employee entitled to the protections
11 afforded by the Labor Code and Industrial Welfare Commission Order applicable to his industry and
12 occupation.

13 (18) PLAINTIFF typically worked for DEFENDANT five (5) to six (6) days per week.

14 (19) PLAINTIFF regularly worked for DEFENDANTS in excess of eight (8) hours per
15 day.

16 (20) DEFENDANTS did not keep an accurate record of the beginning or end of
17 PLAINTIFF's work periods and meal periods.

18 (21) Indeed, DEFENDANTS compensated PLAINTIFF at various rates of pay irrespective
19 of the hours he actually worked and the respective rate of pay for such hours.

20 (22) As a consequence of DEFENDANTS' payment to PLAINTIFF of various rates of pay
21 irrespective of the hours he actually worked, DEFENDANTS failed to pay PLAINTIFF not less than
22 the legal minimum wage for all hours worked and failed to pay PLAINTIFF at the applicable
23 overtime rate for all overtime hours worked.

24 (23) DEFENDANTS regularly fail to provide PLAINTIFF uninterrupted meal periods of
25 not less than thirty (30) minutes for every five (5) hours worked each workday before the end of her
26 fifth (5th) and tenth (10th) hours of work.

27 (24) Work conditions and DEFENDANTS' inflexible scheduling practices regularly
28 deprived PLAINTIFF of meaningful opportunity to take full, uninterrupted, and timely meal periods.

1 (25) PLAINTIFF was not relieved of all duties and DEFENDANTS continue to exercise
2 control over her activities even when he attempts to take meal periods.

3 (26) DEFENDANTS regularly impeded and discouraged PLAINTIFF from taking full,
4 uninterrupted, and timely meal periods by requiring her to work through meal periods.

5 (27) DEFENDANT further regularly failed to authorize and permit PLAINTIFF to take
6 full, uninterrupted ten (10) minute rest periods for every four (4) hours or major fraction thereof
7 worked.

8 (28) PLAINTIFF was regularly called back to duty by DEFENDANTS before receiving
9 ten (10) minutes of net rest time even when he attempted to take rest periods.

10 (29) DEFENDANTS regularly impeded and discouraged PLAINTIFF from taking full,
11 uninterrupted, and timely rest periods by requiring him to work through rest periods.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(Lab. Code §§ 1194, 1197 et seq.)**

15 **(Against all Defendants)**

16 (30) PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
17 this Complaint as though fully set forth herein.

18 (31) At all relevant times, PLAINTIFF was and is an employee of DEFENDANTS covered
19 by Labor Code sections 1197 and applicable Wage Orders.

20 (32) Pursuant to Labor Code section 1197 and applicable Wage Orders, PLAINTIFF was
21 and is entitled to receive minimum wages for all hours worked.

22 (33) Because of DEFENDANTS's unlawful conduct, including but not limited to failing
23 to record all hours worked, DEFENDANTS failed to pay PLAINTIFF minimum wages for all hours
24 worked in violation of Labor Code section 1197 and applicable Wage Orders. Because of
25 DEFENDANTS's unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof,
26 to the extent he was not paid minimum wages for all hours worked.

27 (34) Pursuant to Labor Code section 1194 and 1194.2, PLAINTIFF is entitled to recover
28 the full amount of unpaid minimum wages, penalties, prejudgment interest, liquidated damages,

1 reasonable attorneys' fees and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO COMPENSATE FOR ALL HOURS**

4 **(Lab. Code § 1197 et seq.)**

5 **(Against All Defendants)**

6 (35) PLAINTIFF realleges and incorporates by reference all of the allegations contained
7 in the preceding paragraphs of this Complaint as though fully set forth herein.

8 (36) At all times relevant herein, DEFENDANT was required to compensate PLAINTIFF
9 for all hours worked upon reporting for work at the appointed time stated by DEFENDANT, pursuant
10 to Industrial Welfare Commission Orders, and Labor Code §§ 200, 226, 500, 510, and 1197.

11 (37) At all times relevant hereto, DEFENDANT failed to compensate PLAINTIFF for all
12 hours worked by not compensating him for work performed. DEFENDANTS failed to compensate
13 PLAINTIFF for all hours worked as required under the foregoing provisions of the California Labor
14 Code and IWC Wage Orders by, among other things: failing to pay overtime at one and one half (1½)
15 or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and applicable
16 IWC Wage Orders; requiring, permitting or suffering PLAINTIFF to work off the clock; requiring,
17 permitting or suffering PLAINTIFF to work through meal and rest breaks; illegally and inaccurate
18 recording time in which PLAINTIFF worked; failing to properly maintain PLAINTIFF's records;
19 failing to provide an accurate itemized wage statements to PLAINTIFF for each pay period;
20 improperly rounding time worked; and other methods to be discovered.

21 (38) Under the aforementioned Wage Order and California law, PLAINTIFF is entitled to
22 recover compensation for all hours worked, but not paid, for the three (3) years preceding the filing
23 of this Complaint, plus reasonable attorneys' fees and costs of suit pursuant to Labor Code § 218.5,
24 and penalties pursuant to Labor Code § 226.

25 (39) In violation of state law, DEFENDANT has knowingly and willfully refused to
26 perform their obligations to compensate PLAINTIFF for all wages earned and all hours worked. As
27 a direct result, PLAINTIFF has suffered, and continues to suffer, substantial losses related to the use
28 and enjoyment of such wages, lost interest on such wages, and expenses and attorney's fees in

1 seeking to compel DEFENDANT to fully perform its obligation under state law, all to its respective
2 damage in amounts according to proof at time of trial. DEFENDANT committed the acts alleged
3 herein knowingly and willfully, with the wrongful and deliberate intention of injuring PLAINTIFF,
4 from improper motives amounting to malice, and in conscious disregard of PLAINTIFF's
5 rights. PLAINTIFF is thus entitled to recover nominal, actual, compensatory, punitive, and
6 exemplary damages in amounts according to proof at time of trial.

7 (40) DEFENDANT's conduct described herein violates Labor Code §§ 200, 226, 500,
8 1197 and 1198, and Industrial Welfare Commission Orders. Therefore, pursuant to Labor Code
9 §§218.5, 226, 558, 1194, and 1194.2, PLAINTIFF is entitled to recover damages for the nonpayment
10 of wages of all hours worked that were improperly deducted by DEFENDANT's policies, penalties,
11 reasonable attorney's fees, expenses, and costs of suit. PLAINTIFF requests relief as hereinafter
12 provided.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **(Lab. Code §§ 510, 1194, 1198 et seq.)**

16 **(Against All Defendants)**

17 (41) PLAINTIFF realleges and incorporates by reference all of the allegations contained
18 in the preceding paragraphs of this Complaint as though fully set forth herein.

19 (42) Pursuant to California Labor Code §§ 510, 1194, and applicable IWC Wage Orders,
20 DEFENDANTS are required to compensate PLAINTIFF for all overtime, which is calculated at
21 one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours
22 per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
23 consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any
24 workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of
25 work in any workweek.

26 (43) PLAINTIFF is a non-exempt employee entitled to the protections of California
27 Labor Code §§ 510, 1194, and applicable IWC Wage Orders. DEFENDANTS failed to
28 compensate PLAINTIFF for all overtime hours worked as required under the foregoing provisions

1 of the California Labor Code and IWC Wage Orders by, among other things: failing to pay
2 overtime at one and one half (1½) or double the regular rate of pay as provided by California Labor
3 Code §§ 510, 1194, and applicable IWC Wage Orders; requiring, permitting or suffering
4 PLAINTIFF to work off the clock; requiring, permitting or suffering PLAINTIFF to work through
5 meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF worked;
6 failing to properly maintain PLAINTIFF's records; failing to calculate shift differential pay as part
7 of the regular rate of pay; failing to provide accurate itemized wage statements to PLAINTIFF for
8 each pay period; improperly rounding time worked; and other methods to be discovered.

9 (44) In violation of California law, DEFENDANTS have knowingly and willfully
10 refused to perform their obligations to compensate PLAINTIFF for all wages earned and all hours
11 worked. As a proximate result, PLAINTIFF have suffered, and continue to suffer, substantial
12 losses related to the use and enjoyment of such wage, lost interest on such wage, and expenses and
13 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
14 law, all to their respective damages in amounts according to proof at the time of trial, and within
15 the jurisdiction of the Court.

16 (45) DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
17 1194, 1998 and applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§
18 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
19 and IWC Wage Orders, PLAINTIFF is entitled to recover the unpaid balance of wages owed to him
20 by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE MEAL PERIODS**

23 **(Lab. Code §§226.7, 512)**

24 **(Against All Defendants)**

25 (46) PLAINTIFF realleges and incorporates by reference all of the allegations contained
26 in the preceding paragraphs of this Complaint as though fully set forth herein.

27 (47) Pursuant to Labor Code section 512, no employer shall employ an employee for a
28 work period of more than five (5) hours without a meal break of not less than thirty (30) minutes in

1 which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an
2 employee for a work period of more than ten (10) hours per day without providing the employee with
3 a second meal period of not less than thirty (30) minutes in which the employee is relieved of all of
4 his or her duties. Plaintiff was not provided with requisite meal periods as contemplated under the
5 law.

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

10 (49) By their failure to provide PLAINTIFF with the meal periods contemplated by
11 California law, and failing to provide compensation for such unprovided meal periods, as alleged
12 above, DEFENDANTS willfully violated the provisions of Labor Code section 512 and applicable
13 Wage Orders.

14 (50) Because of DEFENDANTS unlawful conduct, PLAINTIFF has suffered damages in
15 an amount, subject to proof, to the extent he was not paid additional pay owed for missed meal
16 periods.

17 (51) PLAINTIFF is entitled to recover the full amount of his unpaid additional pay for
18 missed meal periods. Pursuant to Code of Civil Procedure section 1021.5, PLAINTIFF is entitled to
19 recover the reasonable attorneys' fees and costs of suit.

20 (52) Pursuant to Civil Code section 3287(a), PLAINTIFF is entitled to recover
21 prejudgment interest on the additional pay owed for missed meal periods.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE REST PERIODS**

24 **(Lab. Code § 226.7)**

25 **(Against All Defendants)**

26 (53) PLAINTIFF realleges and incorporates by reference all of the allegations contained
27 in the preceding paragraphs of this Complaint as though fully set forth herein.

28 (54) California law and applicable Wage Orders require that employers "authorize and

1 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
2 period “or major fraction thereof.” Accordingly, employees who work shifts of three-and-a-half (3
3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
4 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
5 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
6 minutes of paid rest period. Plaintiff was not provided with requisite rest periods as contemplated
7 under the law.

8 (55) Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
9 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
10 Commission, the employer shall pay the employee one additional hour of pay at the employee’s
11 regular rate of compensation for each work day that the meal period or rest period is not provided.

12 (56) By its failure to provide PLAINTIFF with the rest periods contemplated by California
13 law, and failing to provide compensation for such unprovided rest periods, as alleged above,
14 DEFENDANT willfully violated the provisions of Labor Code section 226.7 and applicable Wage
15 Orders.

16 (57) Because of DEFENDANTS’ unlawful conduct, PLAINTIFF has suffered damages in
17 an amount, subject to proof, to the extent he was not paid additional pay owed for missed rest
18 periods.

19 (58) PLAINTIFF is entitled to recover the full amount of his unpaid additional pay for
20 missed rest periods. Pursuant to Code of Civil Procedure section 1021.5, PLAINTIFF is entitled to
21 recover reasonable attorneys’ fees and costs of suit.

22 (59) Pursuant to Civil Code section 3287(a), PLAINTIFF is entitled to recover
23 prejudgment interest on the additional pay owed for missed rest periods.

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

26 **(Lab. Code § 226)**

27 **(Against All Defendants)**

28 (60) PLAINTIFF realleges and incorporates by reference all of the allegations contained

1 in the preceding paragraphs of this Complaint as though fully set forth herein.

2 (61) At all relevant times, PLAINTIFF was an employee of DEFENDANT covered by
3 Labor Code section 226.

4 (62) Pursuant to Labor Code section 226(a), PLAINTIFF was entitled to receive, semi-
5 monthly or at the time of each payment of wages, an accurate itemized statement showing gross
6 wages earned, net wages earned, all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate, among other information.

8 (63) DEFENDANT failed to provide PLAINTIFF accurate itemized wage statements in
9 accordance with Labor Code section 226(a).

10 (64) PLAINTIFF is informed and believe and thereon allege that at all relevant times,
11 DEFENDANT maintained and continues to maintain a policy and practice of not issuing itemized
12 wage statements to PLAINTIFF. DEFENDANT's practices resulted and continue to result in the
13 failure to issue itemized wage statements to PLAINTIFF.

14 (65) DEFENDANT's failure to provide PLAINTIFF with accurate wage statements was
15 knowing and intentional. DEFENDANT had the ability to provide PLAINTIFF with accurate wage
16 statements, but intentionally failed to do so.

17 (66) Because of DEFENDANT's unlawful conduct, PLAINTIFF has suffered injury. The
18 absence of accurate wage statements has delayed timely challenge to DEFENDANT's unlawful pay
19 practices, requires discovery and mathematical computations to determine the amount of wages
20 owed, causes difficulty and expense in attempting to reconstruct time and pay records.

21 (67) Pursuant to Labor Code section 226(e), PLAINTIFF is entitled to recover \$50 for the
22 initial pay period during the period in which violation of Labor Code section 226 occurred and \$100
23 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate
24 penalty of \$4,000.

25 (68) Pursuant to Labor Code sections 226(e) and 226(g), PLAINTIFF is entitled to recover
26 the full amount of penalties due under Labor Code section 226(e), reasonable attorneys' fees and
27 costs of suit.

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1 **EIGHT CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Against All Defendants)**

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

6 (70) Labor Code section 201 requires, "If an employer discharges an employee, the wages
7 earned and unpaid at the time of discharge are due and payable immediately."

8 (71) In Labor Code section 203, "If an employer willfully fails to pay . . . any wages of an
9 employee who is discharged . . . , the wages of the employee shall continue as a penalty from the due
10 date thereof at the same rate until paid or until any action therefor is commenced; but the wages shall
11 not continue for more than 30 days."

12 (72) Labor Code section 218.5 provides, "In any action brought for the nonpayment of
13 wages . . . the court shall award reasonable attorney's fees and costs to the prevailing party if any
14 party to the action requests attorney's fees and costs upon the initiation of the action."

15 (73) PLAINTIFF terminated her employment with DEFENDANTS in or about August 20,
16 2021.

17 (74) DEFENDANTS willfully failed and refused to pay PLAINTIFF all wages earned and
18 unpaid upon her termination; including, without limitation, unpaid minimum and overtime wages
19 and unpaid premium wages for each workday that DEFENDANTS failed to provide meal and rest
20 periods in accordance with California law.

21 (75) As a direct and legal result of DEFENDANTS' willful failure and refusal to pay
22 PLAINTIFF wages earned and unpaid upon the resignation of her employment or with seventy-two
23 (72) hours thereof in accordance with Labor Code sections 201 and 203, PLAINTIFF suffered
24 damages.

25 (76) PLAINTIFF is entitled to recover, pursuant to Labor Code section 203, waiting time
26 penalties in an amount which will be ascertained and established according to proof at trial.

27 (77) PLAINTIFF is further entitled, pursuant to Labor Code section 218.5, to an award of
28 reasonable attorneys' fees and costs of suit.

1 **EIGHT CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE §17200 ET SEQ**

3 **(Against All Defendants)**

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

6 (79) Business and Professions Code section 17200 et seq prohibits acts of unfair
7 competition, which includes any “unlawful, unfair or fraudulent business act or practice”.

8 (80) DEFENDANT are “persons” as that term is defined under Business and Professions
9 Code section 17021.

10 (81) At all times relevant hereto, DEFENDANT violated Business and Professions Code
11 section 17200 et seq by engaging in acts of unfair competition referred to herein above.

12 (82) As a direct and legal result of DEFENDANT’ engaging in acts of unlawful, unfair, or
13 fraudulent business acts or practices, DEFENDANT have obtained valuable property, money, and
14 services from PLAINTIFF and have deprived PLAINTIFF of valuable rights, benefits, and privileges
15 guaranteed to employees under California law, all to his detriment and to DEFENDANT’ benefit
16 which has allowed DEFENDANT to unfairly compete against competitors who comply with the law.

17 (83) PLAINTIFF is entitled to recover, pursuant to Business and Professions Code section
18 17203, the money and property which DEFENDANT have acquired, or of which he has been
19 deprived, in an amount according to proof at trial.

20 **NINTH CAUSE OF ACTION**

21 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2698, ET SEQ. (VIOLATION**
22 **OF THE PRIVATE ATTORNEYS GENERAL ACT)**

23 **(Against All Defendants)**

24 (84) PLAINTIFF realleges and incorporates by reference all of the allegations contained
25 in the preceding paragraphs of this Complaint as though fully set forth herein.

26 (85) California Labor Code Sections 2698, et seq. ("PAGA") permits Plaintiff to recover
27 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code Section
28 2699.5.

1 (86) Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

3 (a) Violation of Labor Code Sections 510 and 1198 for Defendants' failure to pay
4 overtime wages to Plaintiff and aggrieved employees, as set forth herein;

5 (b) Violation of Labor Code Sections 1194, for Defendants' failure to compensate
6 Plaintiff and other aggrieved employees for all hours worked at least minimum wages,
7 as set forth herein;

8 (c) Violation of Labor Code Sections 226.7 for Defendants' failure to provide Plaintiff
9 and other aggrieved employees with meal and rest periods or compensation in lieu
10 thereof, as set forth herein;

11 (d) Violation of Labor Code Section 226(a)(b)(c) for failure to provide accurate wage
12 statements to Plaintiff and other aggrieved employees as set forth herein;

13 (e) Violation of Labor Code Sections 201, 202, and 203 for failing to timely to pay all
14 earned wages to Plaintiff and other aggrieved employees upon discharge, as set forth
15 herein; and

16 (f) Violation of Labor Code Section 204 for failing to pay all earned wages owed to
17 Plaintiff and other aggrieved employees during employment as set forth herein.

18 (87) DEFENDANTS, at all times relevant to this Complaint, were employers or persons
19 acting on behalf of an employer(s) who violated PLAINTIFF's and other class members' rights by
20 violating various sections of the California Labor Code as set forth above.

21 (88) As set forth above, DEFENDANTS violated numerous provisions of both the Labor
22 Code sections regulating hours and days of work as well as the applicable order of the Industrial
23 Welfare Commission. Accordingly, Plaintiff seeks the remedies set forth in Labor Code Section 558
24 for Plaintiff, the State of California, and all other aggrieved employees.

25 (89) Pursuant to PAGA, and in particular California Labor Code Sections 2699(a), 2699.3,
26 2699.5 and 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment
27 and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and
28 the State of California against Defendants, in addition to other remedies, for violations of California

1 Labor Code sections 215, 226(a)(b)(c), 226.7, 432, 510, 1194, and 1198.5.

2 (90) PLAINTIFF has complied with all procedural requirements for Labor Code § 2699.3
3 prior to filing this Complaint. By letter dated December 6, 2021, by the online portal and by certified
4 mail, PLAINTIFF through his counsel notified the Labor and Workforce Development Agency
5 (“LWDA”) and each DEFENDANTS of the specific provisions of the Labor Code that Defendants
6 have violated. LWDA did not respond to PLAINTIFF’s notice of the alleged violations within the
7 statutory timeframe, 65 calendar days of the postmark date of the notice letter, and PLAINTIFF has
8 therefore exhausted her administrative remedies. Pursuant to Labor Code § 2699.3, PLAINTIFF is
9 permitted to pursue her PAGA claims in this action.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF MARIA RODRIQUEZ prays for judgment against
12 DEFENDANT as follows:

- 13 (1) For unpaid wages pursuant to Labor Code section 1194 in an amount to be ascertained
14 and established according to proof at trial;
- 15 (2) For unpaid overtime wages pursuant to Labor Code section 1194 in an amount to be
16 ascertained and established according to proof at trial;
- 17 (3) For premium wages pursuant to Labor Code section 226.7 in an amount to be
18 ascertained and established according to proof at trial;
- 19 (4) For waiting time penalties pursuant to Labor Code section 203 in an amount to be
20 ascertained and established according to proof at trial;
- 21 (5) For liquidated damages pursuant to Labor Code section 226 in an amount to be
22 ascertained and established according to proof at trial;
- 23 (6) For restitution pursuant to Business and Professions Code section 17203 in an amount
24 according to proof at trial;
- 25 (7) That the Court declare, adjudge, and decree that Defendants violated the following
26 California Labor Code sections as to Plaintiffs and aggrieved employees: 215, 226(a),
27 226.7, 510, 1194, and 1198.5.
- 28 (8) For civil penalties for conduct occurring any time between one year prior to the filing

1 of this Complaint and judgment, and unpaid wages for conduct occurring any time
2 between three years to the filing of this Complaint and judgment, pursuant to
3 California Labor Code Sections 2699(a) and/or 2699(f) and (g) and 558, plus costs
4 and attorneys' fees, for violations of California Labor Code sections 215, 226(a)(b)(c),
5 226.7, 432, 510, 1194, and 1198.5;

6 (9) For prejudgment interest on each of the foregoing at the legal rate from the date the
7 obligation became due through the date of judgment on this matter;

8 (10) For post-judgment interest;

9 (11) For reasonable attorneys' fees and costs of suit pursuant to the Labor Code and/or any
10 other basis;

11 (12) For penalties as required by law; and

12 (13) For such other relief as this Court deems just and proper.

13 Dated: February 14, 2022

KHARATIAN LAW, APC

14
15 By: _____

16 Jores Kharatian, Esq.
17 Attorney for Plaintiff
18 MARIA RODRIQUEZ

19 **DEMAND FOR JURY TRIAL**

20 1. PLAINTIFF MARIA RODRIQUEZ demands trial by jury

21 Dated: February 14, 2022

KHARATIAN LAW, APC

22
23 By: _____

24 Jores Kharatian, Esq.
25 Attorney for Plaintiff
26 MARIA RODRIQUEZ
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