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9 Attorney for Plaintiff, JESUS ALCALA CEJA,
10 Individually, and on Behalf of Other Members of the
11 Public Similarly Situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SANTA BARBARA – COOK DIVISION

14 JESUS ALCALA CEJA, Individually, and on
15 Behalf of Other Members of the Public
16 Similarly Situated,

17 Plaintiff,

18 vs.

19 NORTH AMERICAN FIRE HOSE
20 CORPORATION, a corporation; and DOES 1
21 through 25, inclusive,

22 Defendants.

CASE NO: 22CV00640

Assigned for All Purposes to:

CLASS ACTION

COMPLAINT FOR:

**(1) FAILURE TO PAY WAGES OWED;
(2) FAILURE TO PROVIDE
COMPLIANT MEAL PERIODS;
(3) FAILURE TO PROVIDE
COMPLIANT REST PERIODS;
(4) INACCURATE WAGE
STATEMENTS;
(5) WAITING TIME PENALTIES; AND
(6) UNFAIR COMPETITION**

[Unlimited Civil Case – Exceeds \$25,000]

Trial Date: None

Complaint filed:

JURY TRIAL DEMANDED

23 Comes now JESUS ALCALA CEJA (“Plaintiff”), who individually and on behalf of other
24 members of the public similarly situated asserts claims against NORTH AMERICAN FIRE HOSE
25 CORPORATION, and Does 1 through 25, inclusive, (collectively “Defendants”) as follows:

1 **JURISDICTION AND VENUE**

2 1. This class action is brought pursuant to California Code of Civil Procedure § 382.
3 The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits
4 of the California Superior Court and will be established according to proof at trial.

5 2. This Court has jurisdiction over this action pursuant to the California Constitution,
6 Article VI, §10.

7 3. This Court has jurisdiction over Defendants because, upon information and belief,
8 each defendant is either a resident of California, has sufficient minimum contacts in California, or
9 otherwise intentionally avails itself of the California labor market.

10 4. Venue is proper in this Court because this action arises from Plaintiff's labor
11 contracted for and/or provided in Santa Barbara County and NORTH AMERICAN FIRE HOSE
12 CORPORATION is domiciled in Northern Santa Barbara County.

13 **PARTIES**

14 5. Plaintiff is domiciled in, and at all times mentioned in this complaint was
15 domiciled in California. Plaintiff worked in the shipping department for Defendants at its Santa
16 Maria, CA facility during the Statutory Period.

17 6. NORTH AMERICAN FIRE HOSE CORPORATION is a California corporation
18 qualified to do business in California. On information and belief, Plaintiff alleges that at all
19 relevant times referenced herein Defendants did and continue to transact business in California.

20 7. Whenever in this complaint reference is made to any act, deed, or conduct of
21 NORTH AMERICAN FIRE HOSE CORPORATION, the allegation means that NORTH
22 AMERICAN FIRE HOSE CORPORATION engaged in the act, deed, or conduct by or through
23 one or more of its officers, directors, agents, employees, or representatives, who was actively
24 engaged in the management, direction, control, or transaction of the ordinary business and affairs
25 of NORTH AMERICAN FIRE HOSE CORPORATION

26 8. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
27 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and
28 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will

1 amend this complaint to insert the true names and capacities of the Doe Defendants at such time as
2 the identities of the Doe Defendants have been ascertained.

3 9. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are
4 the partners, agents, or principals and co-conspirators of NORTH AMERICAN FIRE HOSE
5 CORPORATION, and of each other; that NORTH AMERICAN FIRE HOSE CORPORATION
6 and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted
7 the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such
8 acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of
9 Defendants as alleged herein.

10 10. Plaintiff is further informed and believes, and thereon alleges, that at all times
11 herein material, each Defendant was completely dominated and controlled by its co-Defendants
12 and each was the alter ego of the other. Whenever and wherever reference is made in this
13 complaint to any conduct by NORTH AMERICAN FIRE HOSE CORPORATION or Defendants,
14 such allegations and references shall also be deemed to mean the conduct of each of the
15 Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made
16 to individuals who are not named as Defendants in this complaint, but were employees and/or
17 agents of Defendants, such individuals at all relevant times acted on behalf of Defendants named
18 in this complaint within the scope of their respective employments.

19 **CLASS ACTION ALLEGATIONS**

20 11. Plaintiff brings this action on his own behalf, as well as on behalf of each and all
21 other persons similarly situated, and thus, seeks class certification under California Code of Civil
22 Procedure § 382.

23 12. All claims alleged herein arise under California law for which Plaintiff seeks relief
24 as authorized by California law.

25 13. The proposed Class is comprised of and defined as:

26 Any and all persons who are or were employed as non-exempt
27 employees by NORTH AMERICAN FIRE HOSE
28

CORPORATION in the state of California from August 21, 2017, until resolution of this lawsuit ("Statutory Period") (collectively, the "Class Members").¹

14. The proposed Termination Subclass is comprised of and defined as:

All Class Members who were discharged or resigned from August, 2018, until the resolution of this lawsuit ("3-Year Statutory Period") (collectively, the "Termination Subclass Members").

15. The proposed Paystub Subclass is comprised of and defined as:

All Class Members who were discharged or resigned from February 15, 2021, until the resolution of this lawsuit ("1-Year Statutory Period") (collectively, the "Paystub Subclass Members").

16. There is a well-defined community of interest in this litigation and the Class and Subclass Members are easily ascertainable as set forth below:

a. **Numerosity:** The members of the Class and Subclasses are so numerous that joinder of all Class Members and Subclass Members would be unfeasible and impractical. The membership of the entire Class and Subclasses is unknown to Plaintiff at this time; however, the Class is estimated to be greater than 100 individuals. The identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. **Typicality:** Plaintiff is qualified to and will fairly and adequately protect the interests of each Class Member and Subclass Member with whom he has a well-defined community of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by any Class Member and/or Subclass Member, and the relief sought is typical of the relief which would be sought by each of the Class Members and/or Subclass Members in separate actions. All Class Members and Subclass Members have been similarly harmed by being denied minimum, overtime, and/or premium wages, payment of wages at or near the time of separation, and noncompliant wage statements due to Defendants' policies and companywide practices.

¹ "Federal and state courts, alike, are treating Emergency Rule 9 as having the practical effect of adding 178 days to unexpired statutes of limitations." *Gianelli v. Schoenfeld*, 2021 U.S. Dist. LEXIS 194530, *51 (E.D. Cal. Oct. 6, 2021), citing *Palacios v. Interstate Hotels & Resorts Inc.*, 2021 WL 4061730, at *3, 2021 U.S. Dist. LEXIS 169334 (N.D. Cal. Sept. 7, 2021); *Tapia v. Hyatt Corp.*, 2021 WL 3076650, at *5, 2021 U.S. Dist. LEXIS 135530 (C.D. Cal. June 30, 2021).

1 Further, Defendants benefited from the same type of unfair and/or wrongful acts as to each Class
2 Member and Subclass Member.

3 **c. Adequacy:** Plaintiff is qualified to, and will fairly and adequately, protect the
4 interests of each Class Member and Subclass Member with whom he has a well-defined
5 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges he
6 has an obligation to make known to the Court any relationships, conflicts, or differences with any
7 Class Member and/or Subclass Member. Plaintiff's attorneys and the proposed Class and Subclass
8 counsel are versed in the rules governing class action discovery, certification, and settlement and
9 experienced in handling such matters.

10 **d. Superiority:** The nature of this action makes the use of class action adjudication
11 superior to other methods. A class action will achieve economies of time, effort, judicial resources,
12 and expense compared to separate lawsuits. The prosecution of separate actions by individual
13 members of the Class and/or Subclass would create a risk of inconsistent and/or varying
14 adjudications with respect to the individual Class Members and/or Subclass Members, establishing
15 incompatible standards of conduct for the Defendants and resulting in the impairment of the Class
16 Members' and/or Subclass Members' rights and the disposition of their interests through actions to
17 which they were not parties.

18 **e. Public Policy Considerations:** Employers in the state of California violate
19 employment and labor laws every day. Current employees are fearful of retaliation from their
20 employer. Former employees are fearful of bringing actions because they believe their former
21 employers may damage their future endeavors through negative references and/or other means.
22 The nature of this action allows for the protection of current and former employees' rights without
23 fear for retaliation or damage.

24 17. There are common questions of law and fact as to the Class and Subclass that
25 predominate over questions affecting only individual members including, but not limited to:

26 a. Whether Defendants maintained a policy or practice depriving Class and Subclass
27 Members minimum and overtime wages for hours worked during meal periods;

28 b. Whether Defendants maintained a policy or practice which violated Class and Subclass

1 Members' rights to compliant meal and rest periods required by California law;
2 c. Whether Defendants failed to timely pay Class and Subclass Members all wages owed at
3 or near the time of their separation from employment as required by Labor Code §§ 201-202;
4 d. Whether Defendants' conduct was knowing, intentional, and/or willful;
5 e. Whether Defendants provided Class and Subclass Members with wage statements in
6 compliance with § 226; and
7 f. The appropriate amount of statutory damages and/or monetary penalties resulting from
8 Defendants' violations of California law.

9 **FIRST CAUSE OF ACTION**

10 **(For Failure to Pay Wages Owed)**

11 **By Plaintiff and Class Members Against All Defendants**

12 18. Plaintiff incorporates by reference and reallege each and every allegation contained
13 above, as though fully set forth herein.

14 19. Section 1197 provides that "[t]he minimum wage for employees fixed by the
15 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
16 and the payment of a lower wage than the minimum so fixed is unlawful." "[T]he minimum wage
17 for all industries shall not be less than the amounts set forth in this subdivision" Cal. Lab.
18 Code, § 1182.12, subd. (b).

19 20. "The maximum hours of work and the standard conditions of labor fixed by the
20 commission shall be the maximum hours of work and the standard conditions of labor for
21 employees. The employment of any employee for longer hours than those fixed by the order or
22 under conditions of labor prohibited by the order is unlawful." Cal. Lab. Code, § 1198.

23 21. Pursuant to Industrial Welfare Commission Wage Order 1, "[...] employees shall
24 not be employed more than eight (8) hours in any workday or more than 40 in a
25 workweek unless the employee receives one and one half (1 1/2) times such employee's
26 regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours
27 of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or
28 more than six (6) days in any workweek is permissible provided the employee is compensated

1 for such overtime at not less than: (a) One and one-half (1 1/2) times the employee's regular
2 rate of pay for all hours worked in excess of eight (8) hours up to and including twelve
3 (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th)
4 consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all
5 hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8)
6 hours on the seventh (7th) consecutive day of work in a workweek. (c) The overtime rate of
7 compensation required to be paid to a nonexempt full-time salaried employee shall be computed
8 by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly
9 salary."

10 22. Throughout the Statutory Period, Defendants failed to pay Class Members at least
11 minimum wage for all time worked, including time during which they are required to remain on
12 the Defendant's premises during meal periods which must be paid at a rate of not less than
13 minimum wage pursuant to California law. Defendant provided Class Members with on-duty
14 meal breaks where they were required to stay at or near the work area during their meal periods.
15 Defendants maintained control over Class Members during their meal periods, but paid zero
16 dollars for these hours worked. Consequently, Defendants violated California's minimum wage
17 laws.

18 23. Because not all of Class Members' hours worked were properly counted by
19 Defendants as such, Class Members also accrued additional overtime wages for hours in excess of
20 8 in their workdays, and/or in excess of 40 in their workweeks, that were never paid to Class
21 Members.

22 24. As a proximate result of the aforementioned violations, Plaintiff and Class
23 Members have been damaged in an amount according to proof at time of trial.

24 25. Plaintiff and Class Members are entitled to unpaid minimum wages, overtime
25 wages, and liquidated damages pursuant to Labor Code §§ 200, 500, 510, 1194, 1194.2, 1198, *et*
26 *seq.* in addition to interest, attorneys' fees, and costs.

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1 **SECOND CAUSE OF ACTION**

2 **(For Failure to Provide Compliant Meal Periods)**

3 **By Plaintiff and Class Members against All Defendants**

4 26. Plaintiff incorporates by reference and reallege each and every allegation contained
5 above, as though fully set forth herein.

6 27. Pursuant to California Labor Code § 512, no employer shall employ an employee
7 for a work period of more than five hours without providing a meal break of not less than thirty
8 minutes in which the employee is relieved of all of his or her duties. An employer may not employ
9 an employee for a work period of more than ten hours per day without providing the employee
10 with a second meal period of not less than thirty minutes, except that if the total hours worked is
11 no more than twelve hours, the second meal period may be waived by mutual consent of the
12 employer and the employee only if the first meal period was not waived.

13 28. Pursuant to the IWC Wage Orders applicable to Employees, in order for an “on
14 duty” meal period to be permissible, the nature of the work of the employee must prevent an
15 employee from being relieved of all duties relating to his or her work for the employer and the
16 employee must consent in writing to the “on duty” meal period. Employees did not consent in
17 writing to an “on duty” meal period. Further, the nature of the work of Employees was not such
18 that they are prevented from being relieved of all duties. Employees must be free to leave the
19 premises during meal-and-rest breaks; otherwise, the time is considered “on duty” and must be
20 paid accordingly.

21 29. Throughout the Statutory Period, Defendants failed to provide Class Members with
22 compliant off-duty meal breaks. Rather than providing off-duty meal breaks, Defendants provided
23 Class with on-duty meal breaks in violation of California law. Defendant required Class Members
24 to remain available to work during breaks, as-needed.

25 30. Moreover, Defendants failed to give Class Members the full 30-minute period
26 mandated by law. Defendants’ rule was that Class Members were required to clock in before the
27 full 30-minute period expired.

28 31. Further, Defendants routinely provided Class Members with their meal breaks in an

1 untimely manner, after five hours of work.

2 32. As a proximate result of the aforementioned violations, Plaintiff, Class, and
3 Subclass Members have been damaged in an amount according to proof at time of trial.

4 33. Pursuant to California Labor Code § 226.7 and the IWC Wage Orders, Plaintiff,
5 Class, and Subclass Members are entitled to recover one hour of premium pay for each day in
6 which a meal period was not provided in accordance with state law.

7 **THIRD CAUSE OF ACTION**

8 **(For Failure to Provide Compliant Rest Periods)**

9 **By Plaintiff and Class Members Against All Defendants**

10 34. Plaintiff incorporates by reference and reallege each and every allegation contained
11 above, as though fully set forth herein.

12 35. Pursuant to the applicable Industrial Welfare Commission Wage Order, employers
13 must provide non-exempt employees a ten (10) minute duty-free rest period for every four (4)
14 hours worked or major fraction thereof. Duty-free rest periods must be paid. As with meal
15 periods, as stated by the California Department of Industrial Relations, employers cannot require
16 that employees stay on the work premises during rest periods. An employer who fails to provide a
17 duty-free rest period must pay the employee an additional one (1) hour of regular pay for each day
18 in which a duty-free rest period is not provided. Cal. Lab. Code, § 226.7, subd. (c).

19 36. Throughout the Statutory Period, Defendants failed to provide Class Members with
20 compliant off-duty rest periods for the reasons discussed above. Defendants provided Class
21 Members with on-duty rest breaks in violation of California law, where they were required to stay
22 at or near the work station, even if it was practicable for them to go on a 10-minute walk outside
23 of the worksite and make it back on time to report to work before the expiration of the 10-minute
24 period.

25 37. The applicable Wage Order provides “Every employer shall authorize and permit
26 all employees to take rest periods, which insofar as practicable shall be in the middle of each work
27 period.” The time between the start of work and a meal period qualifies as a “work period”
28 pursuant to the regulation, as does the time between the end of the meal period and the end of

1 work. *Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027, 1044; *see also Brinker Restaurant*
2 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1031 (“The only constraint on timing is that rest
3 breaks must fall in the middle of work periods 'insofar as practicable.' Employers are thus subject
4 to a duty to make a good faith effort to authorize and permit rest breaks in the middle of each work
5 period”).

6 38. Throughout the Statutory Period, Defendants’ policy and practice was to provide
7 rest periods at a time convenient to the company. Defendants’ policy and practice was to provide
8 Employees’ rest periods at a time other than the middle of Class Members work periods. For
9 example, Class Members starting work at 7:00 a.m. and breaking for lunch at 12:00 p.m. were
10 required to receive a rest period in the middle of the work period (i.e., 9:30 a.m.). Yet Defendants
11 provided rest periods at a different time (9:00 a.m.).

12 39. As a proximate result of the aforementioned violations, Plaintiff and Class
13 Members have been damaged in an amount according to proof at time of trial.

14 40. Pursuant to California Labor Code § 226.7 and the IWC Wage Orders, Plaintiff and
15 Class Members are entitled to recover one hour of premium pay for each day in which a compliant
16 rest period was not provided.

17 **FOURTH CAUSE OF ACTION**

18 **(For Inaccurate Wage Statements)**

19 **By Plaintiff and Paystub Subclass Members Against All Defendants**

20 41. Plaintiff incorporates by reference and reallege each and every allegation contained
21 above, as though fully set forth herein.

22 42. California Labor Code §226(a) sets forth reporting requirements for employers
23 when they pay wages: “An employer, semimonthly or at the time of each payment of wages, shall
24 furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying
25 the employee’s wages, or separately if wages are paid by personal check or cash, an accurate
26 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
27 employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any
28 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that

1 all deductions made on written orders of the employee may be aggregated and shown as one item,
2 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of his or her social security number or an
4 employee identification number other than a social security number, (8) the name and address of
5 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
6 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
7 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee....”

9 43. California Labor Code §226(e) provides: “An employee suffering injury as a result
10 of a knowing and intentional failure by “an employer to comply with subdivision (a) shall be
11 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
12 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
13 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
14 shall be entitled to an award of costs and reasonable attorney’s fees.”

15 44. California Labor Code §226(e)(2)(B) provides: An employee is deemed to suffer
16 injury for purposes of this subdivision if the employer fails to provide accurate and complete
17 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and
18 the employee cannot promptly and easily determine from the wage statement alone one or more of
19 the following: (i) The amount of the gross wages or net wages paid to the employee during the pay
20 period or any of the other information required to be provided on the itemized wage statement
21 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). (ii) Which deductions the
22 employer made from gross wages to determine the net wages paid to the employee during the pay
23 period. Nothing in this subdivision alters the ability of the employer to aggregate deductions
24 consistent with the requirements of item (4) of subdivision (a). (iii) The name and address of the
25 employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section
26 1682, the name and address of the legal entity that secured the services of the employer during the
27 pay period. (iv) The name of the employee and only the last four digits of his or her social security
28 number or an employee identification number other than a social security number.”

1 45. Throughout the 1-Year Statutory Period, and on Defendants' final payment of
2 wages to Paystub Subclass Members at or near the time of their discharge or resignation,
3 Defendants knowingly and intentionally failed, and continue to fail to furnish Plaintiff and
4 Paystub Subclass Members, complete and accurate wage statements upon each payment of wages
5 in violation of California Labor Code §226(a). Rather than providing statements of actual time
6 worked and a correct payment of wages based thereon, Defendants failed to capture and pay Class
7 Members for all hours worked including on-duty meal periods, and also failed to capture and pay
8 premium pay for missed meal and rest periods. Defendants failed to keep accurate records of
9 Class Members' hours worked. Consequently, Defendants failed to provide Class Members
10 accurate itemized wages statements and keep accurate records as required by Section 226

11 46. Throughout the 1-Year Statutory Period, Defendants also issued wage statements to
12 Paystub Class Members that lacked the address of the legal entity employer. Instead of indicating
13 Defendant's address, Defendant's wage statements direct Employees to a Santa Maria, CA post
14 office. This does not comply with California law. Moreover, to comply with Section 226(a)(9),
15 wage statements must list an accurate overtime rate applicable to any overtime work performed.
16 *See McKenzie v. Fed. Express Corp.* (C.D.Cal. 2011) 765 F.Supp.2d 1222, 1231. Defendant
17 failed to do so throughout the Statutory Period, listing only a regular hourly rate of pay on the
18 wage statements of Paystub Class Members who worked overtime hours during this period.

19 47. Plaintiff and Paystub Subclass Members were injured by these failures because,
20 among other things, these failures led them to believe that they were not entitled to be paid wages
21 for all work performed although they were so entitled, they were required to perform mathematical
22 computations to analyze whether wages paid, in fact, compensated for all work performed and
23 sales made, and they were not able to determine from the wage statements alone one or more of
24 the items required to be provided. Defendants' failure to comply with California Labor Code
25 §226(a) also hindered Plaintiff and Paystub Subclass Members from determining the amounts of
26 wages actually owed to them.

27 48. Defendants will continue these illegal practices until such time as it is forced to pay
28 penalties in compliance with California Labor Code §226(e).

1 49. Plaintiff and Paystub Subclass Members are entitled to recover statutory penalties,
2 interest, injunctive relief, and attorneys' fees and costs pursuant to California Labor Code §226(e)
3 and (h).

4 **FIFTH CAUSE OF ACTION**
5 **(For Waiting Time Penalties)**

6 **By Plaintiff and Termination Subclass Members Against All Defendants**

7 50. Plaintiff incorporates by reference and reallege each and every allegation contained
8 above, as though fully set forth herein.

9 51. California Labor Code §§ 201 and 202 require an employer who discharges an
10 employee to pay compensation due and owing to said employee immediately upon discharge and
11 that if an employee voluntarily leaves his or her employment, his or her wages shall become due
12 and payable not later than seventy-two hours thereafter, unless the employee has given seventy
13 two hours' previous notice of his or her intention to quit in which case the employee is entitled to
14 his or her wages on their last day of work. California Labor Code § 203 provides that if an
15 employer willfully fails to pay compensation promptly upon discharge, as required by California
16 Labor Code §§201 and 202, the employer is liable for waiting time penalties in the form of
17 continued compensation for up to thirty work days.

18 52. Throughout the 3-Year Statutory Period, Defendants willfully failed and refused,
19 and continues to willfully fail and refuse, to pay Plaintiff and Termination Subclass Members their
20 wages, earned and unpaid, either at the time of discharge, or within seventy-two hours of their
21 voluntarily leaving Defendants' employ.

22 53. Defendants' willful failure to pay Plaintiff and Termination Subclass Members
23 their wages earned and unpaid at the time of discharge, or within seventy-two hours of their
24 voluntarily leaving Defendants' employ, violates California Labor Code §§ 201 and 202.

25 54. As a result, Defendants are liable to Plaintiff and Termination Subclass Members
26 for waiting time penalties pursuant to California Labor Code § 203, in an amount according to
27 proof at the time of trial.

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1 **SIXTH CAUSE OF ACTION**

2 **(For Unfair Competition)**

3 **By Plaintiff and Class Members against All Defendants**

4 55. Plaintiff incorporates by reference and reallege each and every allegation contained
5 above, as though fully set forth herein.

6 56. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
7 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
8 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
9 meaning of California Code of Civil Procedure §1021.5.

10 57. Defendants' policies, activities, and actions as alleged herein are violations of
11 California law and constitute unlawful business acts and practices in violation of California
12 Business and Professions Code §§ 17200, *et seq.*

13 58. A violation of California Business and Professions Code §§ 17200, *et seq.* may be
14 predicated on the violation of any state or federal law. In the instant case, Defendants' policies and
15 practices of failing to pay Plaintiff and Class Members wages, among the other statutory violations
16 alleged herein, during the Statutory Period violates the California Labor Code, including but not
17 limited to California Labor Code §§1198, 1182.12, 1197, 1198, 510, 512, 201-202, 221-223,
18 226.7, 201-202, and 204.

19 59. Plaintiff and Class Members have been personally aggrieved by Defendants'
20 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
21 property.

22 60. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff,
23 Class Members, and Subclass Members are entitled to restitution of the wages withheld and
24 benefits wrongfully retained by Defendants throughout the Statutory Period; an award of
25 attorneys' fees pursuant to California Code of Civil Procedure §1021.5, and an award of costs.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, Class Members, and Subclass Members pray for judgment
28 against Defendants, as follows:

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a. Class Certification

- 1. That this action be certified as a class action with respect to the First through Sixth Causes of Action;
- 2. That Plaintiff be appointed as representative(s) of the Class and Subclasses; and
- 3. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

b. On the First through Sixth Causes of Action

- 1. For compensatory damages in an amount not less than \$1,000,000;
- 2. For pre-judgment interest on any unpaid wage compensation due from the day that such amounts were due according to proof;
- 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to California Labor Code § 1194.2;
- 4. For statutory penalties pursuant to California Labor Code § 203;
- 5. For restitution and disgorgement pursuant to Business & Professions Code §§ 17200, *et seq.*;
- 6. For an injunction and declaratory relief correcting the above practices, including revision of policies and issuance of corrected wage statements in accordance with § 226, and prohibiting the practices alleged above;
- 7. For reasonable attorneys’ fees pursuant to §§ 218.5 and 1194;
- 8. For reasonable costs; and
- 9. For such other and further relief as the Court deems proper.

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims in this matter.

DATED: February 15, 2022

WORKWORLD LAW CORP.
A Professional Corporation

By: 
RUBEN ESCOBEDO
Attorneys for Plaintiff, JESUS ALCALA CEJA,
Individually, and on Behalf of Other Members of
the Public Similarly Situated