

1 Michael Nourmand, Esq. (SBN 198439)
 James A. De Sario, Esq. (SBN 262552)
 2 **THE NOURMAND LAW FIRM, APC**
 8822 West Olympic Boulevard
 3 Beverly Hills, California 90211
 Telephone (310) 553-3600
 4 Facsimile (310) 553-3603

5 Attorneys for Plaintiff,
 ARMANDO MARTINEZ, on behalf
 6 of himself and all others similarly situated

7
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10
 11 ARMANDO MARTINEZ on behalf of
 himself and all others similarly situated,

12 Plaintiffs,

13
 14 v.

15 NORTON PACKAGING, INC., a California
 16 Corporation; PARTNERS PERSONNEL, a
 business entity form unknown; PARTNERS
 17 PERSONNEL MANAGEMENT SERVICES,
 LLC, a Delaware limited liability company;
 18 and DOES 1 through 100, Inclusive

19 Defendants.
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CASE NO.: 22STCV16673

CLASS ACTION COMPLAINT FOR
 DAMAGES AND RESTITUTION

1. FAILURE TO PAY OVERTIME WAGES;
 2. FAILURE TO PAY MINIMUM WAGE;
 3. FAILURE TO PROVIDE MEAL PERIODS;
 4. FAILURE TO PROVIDE REST PERIODS;
 5. FAILURE TO PAY ALL WAGES UPON TERMINATION;
 6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS; and
 7. UNFAIR COMPETITION
- DEMAND FOR JURY TRIAL

26 COMES NOW plaintiff ARMANDO MARTINEZ (hereinafter "Mr. Martinez" and/or
 27 "Plaintiff") on behalf of himself and all others similarly situated, and alleges as follows:

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1 **GENERAL ALLEGATIONS**

2 **INTRODUCTION**

3 1. This is a Class Action, pursuant to California Code of Civil Procedure §382, on
4 behalf of Plaintiff and all other current and former similarly situated employees employed by or
5 formerly employed by NORTON PACKAGING, INC. ("Norton"), PARTNERS PERSONNEL
6 ("PP"), PARTNERS PERSONNEL MANAGEMENT SERVICES, LLC ("PPMS") and any
7 subsidiaries or affiliated companies (Norton, PP and PPS hereinafter collectively referred to as
8 "Defendants"), within the State of California.

9 2. For at least four (4) years prior to the filing of this action and through to the
10 present, Defendants on multiple occasions have had a pattern and practice of failing to pay wages
11 for all time worked, including overtime wages, on multiple occasions to Plaintiff and other non-
12 exempt employees in the State of California, such that in the aggregate employees are underpaid
13 wages as a result of Defendants' pattern and practice of unevenly rounding time worked by its
14 employees.

15 3. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants on multiple occasions have had a pattern and practice of failing to provide
17 Plaintiff and other similarly situated employees or former employees within the State of California
18 a thirty (30) minute uninterrupted meal period for days on which the employees worked more than
19 five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on
20 which the employees worked in excess of ten (10) hours in a work day, and failing to provide
21 compensation at the regular rate of pay for such unprovided meal periods as required by California
22 wage and hour laws.

23 4. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants on multiple occasions have had a pattern and practice of failing to provide
25 Plaintiff and similarly situated employees or former employees within the State of California rest
26 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing
27 to provide compensation at the regular rate of pay for such unprovided rest periods as required by
28 California wage and hour laws.

5. For at least three (3) years prior to the filing of this action and continuing through the present, Defendants on multiple occasions have failed to pay Plaintiff and other similarly situated employees the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code §§ 201 or 202.

6. For at least one (1) year prior to the filing of this action and continuing through the present, Defendants on multiple occasions have failed to issue Plaintiff and other similarly situated employees accurate wage statements as required by Labor Code § 226.

7. Plaintiff, on behalf of himself and all other similarly situated employees, brings this action pursuant to, including but not limited to, California Labor Code §§200, 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2699, et seq. and California Code of Regulations, Title 8, §11070, seeking unpaid overtime and minimum wages, premium wages for non-compliant meal and rest periods, penalties, civil penalties, and reasonable attorney's fees and costs.

8. Plaintiff, on behalf of himself and all other similarly situated employees, pursuant to California Business & Professions Code §§17200-17208 also seeks all monies owed but withheld and retained by Defendants to which Plaintiff and members of the Class are entitled.

PARTIES

A. Plaintiff

9. Venue as to each defendant is proper in this judicial district, pursuant to California Code of Civil Procedure §395. Defendants operate and do business in California, and each defendant is within the jurisdiction of this court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of California. Defendants employ numerous Class Members in the State of California.

10. Plaintiff, Mr. Martinez, is a resident of the State of California. At all relevant times herein, he has been employed by Defendants as a non-exempt employee in California.

B. Defendants

11. Defendant, Norton, a California Corporation, provides manufacturing and production of plastic goods within the State of California. Norton employed Plaintiff and similarly situated persons within the State of California.

12. Defendant, PP, a business entitled form unknown, is a temporary employment agency and provides staffing services to companies within the State of California. PP employed Plaintiff and similarly situated persons within the State of California.

13. Defendant, PPMS, a Delaware limited liability company, is a temporary employment agency and provides staffing services to companies within the State of California. PPMS employed Plaintiff and similarly situated persons within the State of California.

14. Plaintiff is informed and believes that Defendants are joint employers in that they employed Plaintiff and similarly situated employees at the same time and were operating as a joint enterprise at all relevant time periods.

15. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure §474. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known.

16. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respect pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

FACTUAL BACKGROUND

17. Plaintiff and other similarly situated employees have not been paid wages, including overtime wages, for all time worked on multiple occasions, such that in the aggregate employees are underpaid wages as a result of Defendants' pattern and practice of unevenly rounding time worked by its employees.

18. Defendants have had a pattern and practice of on multiple occasions failing to provide Plaintiff and other similarly situated employees or former employees within the State of California a thirty (30) minute uninterrupted meal period for days on which the employees worked

1 more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods
2 for days on which the employees worked in excess of ten (10) hours in a work day, and on multiple
3 occasions failing to provide compensation at the regular rate of pay for such unprovided meal
4 periods.

5 19. Defendants have had a pattern and practice of on multiple occasions failing to
6 provide Plaintiff and similarly situated employees or former employees within the State of
7 California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
8 thereof and on multiple occasions failing to provide compensation at the regular rate of pay for
9 such unprovided rest periods as required by California wage and hour laws.

10 20. Plaintiff and other similarly situated employees or former employees at all times
11 pertinent hereto were not exempt from the overtime, meal break and rest break provisions of
12 California law, and the implementing rules and regulations of the IWC California Wage Orders.

13 21. Defendants have failed to comply with Labor Code §226(a) by, on multiple
14 occasions, not providing itemized wage statements accurately showing, including but not limited
15 to, correct name of the employer, total hours worked during the pay period and pay due and owing
16 for failure to pay wages as described herein.

17 22. At the time Plaintiff's employment and the employment of other former employees
18 of Defendants ended, Defendants on multiple occasions willfully failed to pay all earned wages as
19 described herein.

20 **CLASS ACTION ALLEGATIONS**

21 23. Plaintiff brings this action on behalf of himself, and all others similarly situated,
22 as a class action pursuant to California Code of Civil Procedure §382. Plaintiff seeks to represent
23 five Classes composed of and defined as follows:

24 **Non-Exempt Employee Class**

25 All current and former employees of Defendants within the State of California at
26 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
27 until the time that notice of the class action is provided to the class (collectively
28 referred to as "Non-Exempt Employee Class").

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1 **Meal Period Class**

2 All current and former employees of Defendants within the State of California at
3 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
4 until the time that notice of the class action is provided to the class, who worked
5 shifts of 5 hours or more (collectively referred to as "Meal Period Class").

6 **Rest Period Class**

7 All current and former employees of Defendants within the State of California at
8 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
9 until the time that notice of the class action is provided to the class, who worked
10 shifts of 4 hours or more (collectively referred to as "Rest Period Class").

11 **Late Pay Class**

12 All former employees of Defendants within the State of California at any time
13 commencing three (3) years preceding the filing of Plaintiff's complaint up until the
14 time that notice of the class action is provided to the class, who did not receive all
15 their wages upon termination and or resignation of their employment (collectively
16 referred to as "Late Pay Class").

17 **Wage Statement Class**

18 All current and former employees of Defendants within the State of California, to
19 whom, at any time commencing one (1) year preceding the filing of Plaintiff's
20 complaint up until the time that notice of the class action is provided to the class,
21 were provided with wage statements (collectively referred to as "Wage Statement
22 Class").

23 24. Plaintiff reserves the right under California Rules of Court Rule 3.765(b), to amend
24 or modify the class description with greater specificity or further division into subclasses or
25 limitation to particular issues.

26 25. This action has been brought and may properly be maintained as a class action
27 under the provisions of California Code of Civil Procedure §382 because there is a well-defined
28 community of interest in the litigation and the proposed Class is easily ascertainable.

29 A. **Numerosity**

30 26. The potential members of the Class as defined are so numerous that joinder of all
31 the members of the Class is impracticable. While the precise number of Class Members has not
32 been determined at this time, Plaintiff is informed and believes that there are over 100 Class
33 Members employed by Defendants within the State of California.

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1 27. Accounting for employee turnover during the relevant periods necessarily increases
2 this number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of all Class Members. Joinder of all members of the proposed Class is not
4 practicable.

5 **B. Commonality**

6 28. There are questions of law and fact common to Class Members. These common
7 questions include, but are not limited to:

- 8 (1) Did Defendants violate Labor Code §1194 by not compensating Class
9 Members overtime wages?
- 10 (2) Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class
11 Members minimum wages for all hours worked?
- 12 (3) Did Defendants violate Labor Code § 512 by not providing Class Members
13 with meal periods?
- 14 (4) Did Defendants violate Labor Code § 226.7 by not providing Class Members
15 additional wages at the regular rate of pay for missed or interrupted meal
16 periods?
- 17 (5) Did Defendants violate Labor Code §226.7 by not providing Class Members
18 additional wages at the regular rate of pay for missed rest periods?
- 19 (6) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class
20 Members upon termination or resignation all wages earned?
- 21 (7) Are Defendants liable to Class Members for penalty wages under Labor
22 Code § 203?
- 23 (8) Did Defendants violate Labor Code § 226(a) by not furnishing Class
24 Members with accurate wage statements?
- 25 (9) Did Defendants violate the Unfair Competition Law, Business and
26 Professions Code §17200, *et seq.*, by its unlawful practices as alleged
27 herein?

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(10) Are Class Members entitled to restitution of penalty wages under Business and Professions Code § 17203?

(11) Are Class Members entitled to attorney's fees?

(12) Are Class Members entitled to interest?

C. Typicality

29. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any member of the classes, and the relief sought is typical of the relief which would be sought by each of the members of the classes in separate actions. Plaintiff and all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

30. Plaintiff will fairly and adequately represent and protect the interests of the members of the Classes. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

31. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal pattern and practice of on multiple occasions failing to pay overtime wages, failing to pay minimum wages, failing to provide meal and rest breaks or compensation in lieu thereof, failing to provide accurate itemized wage statements and failing to pay all wages due upon termination and/or resignation, as described herein.

32. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES**

3 **(By Plaintiff and the Class Against All Defendants)**

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

6 34. At all times relevant to this complaint, California Labor Code §510 was in effect
7 and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours
8 in one workday and any work in excess of forty hours in any one workweek . . . shall be
9 compensated at the rate of no less than one and one-half times the regular rate of pay for an
10 employee.” Overtime pay is computed based on the regular rate of pay. The regular rate
11 of pay includes many different kinds of remuneration. Under California law, the determination of
12 regular rate of pay for purposes of determining overtime pay must include the employee’s
13 commissions, bonuses, or other non-hourly compensation.

14 35. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class worked
15 for Defendants during shifts that consisted of more than eight hours in a work day and/or more than
16 forty hours in a work week and were not paid overtime wages for all hours worked as a result of,
17 including but not limited to, Defendants improperly rounding time worked by its employees.

18 36. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class worked
19 for Defendants during shifts that consisted of more than eight hours in a work day and/or more than
20 forty hours in a work week and on multiple occasions these employees have not been paid overtime
21 wages, such that in the aggregate employees are underpaid overtime wages as a result of
22 Defendants’ pattern and practice of unevenly rounding time worked by its employees.

23 37. Accordingly, by requiring Plaintiff and Non-Exempt Employee Class to work in
24 excess of eight hours per day and/or forty hours per week and without properly compensating
25 overtime wages, as described herein, Defendants willfully violated the provisions of Labor Code
26 §1194.

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1 38. As a result of the unlawful acts of Defendants, Plaintiff and the Non-Exempt
2 Employee Class have been deprived of overtime wages in an amounts to be determined at trial, and
3 are entitled to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and
4 costs, pursuant to Labor Code §§1194 and 1199; Code of Civil Procedure §1021.5; and Civil Code
5 §3287.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGES**

8 **(By Plaintiff and the Class Against All Defendants)**

9 39. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs of this Complaint as though fully set forth herein.

11 40. At all relevant times, Plaintiff and the members of the Non-Exempt Employee
12 Class were employees of Defendants covered by Labor Code §1197 and applicable Wage Orders.

13 41. Pursuant to Labor Code §1197 and applicable Wage Orders, Plaintiff and the
14 members of the Non-Exempt Employee Class were entitled to receive minimum wages for all hours
15 worked.

16 42. At all times herein mentioned, to the extent that Plaintiff and Non-Exempt
17 Employee Class worked for Defendants during shifts that were less than eight hours in a work day
18 and/or less than forty hours in a work week, on multiple occasions these employees have not been
19 paid minimum wage, such that in the aggregate employees are underpaid wages as a result of
20 Defendants' pattern and practice of unevenly rounding time worked by its employees.

21 43. Defendants failure to pay Plaintiff and members of the Non-Exempt Employee
22 Class minimum wages for all hours worked, as described herein, is in violation of Labor Code
23 §1197 and applicable Wage Orders. As a result of Defendants' pattern and practice, Plaintiff and
24 members of the Non-Exempt Employee Class have suffered damages in an amount, subject to
25 proof, to the extent they were not paid minimum wages for all hours worked.

26 44. Pursuant to Labor Code §§ 1194 and 1194.2 Plaintiff and members of the Non-
27 Exempt Employee Class are entitled to recover the full amount of unpaid minimum wages,
28 prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(By Plaintiff and the Class Against All Defendants)**

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

6 46. Pursuant to Labor Code §512, no employer shall employ an employee for a work
7 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which
8 the employee is relieved of all of his or her duties. Furthermore no employer shall employ an
9 employee for a work period of more than ten (10) hours per day without providing the employee
10 with a second meal period of not less than thirty (30) minutes in which the employee is relieved of
11 all of his or her duties. Plaintiff and other members of the Meal Period Class were on multiple
12 occasions were not provided with requisite meal periods as contemplated under the law since
13 employees would be prevented and discouraged by workplace interruptions which caused missed,
14 short and late meal periods.

15 47. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
16 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
17 Commission, the employer shall pay the employee one additional hour of pay at the employee's
18 regular rate of compensation for each work day that the meal period or rest period is not provided.

19 48. By their failure on multiple occasions to provide Plaintiff and members of the Meal
20 Period Class with the meal periods contemplated by California law, and failing to provide
21 compensation for such unprovided meal periods at the regular rate of pay, as alleged above,
22 Defendants willfully violated the provisions of Labor Code §512 and applicable Wage Orders.

23 49. As a result of Defendants' unlawful conduct Plaintiffs and the other members of the
24 Meal Period Class have suffered damages in an amount, subject to proof, to the extent they were not
25 paid premium wages at the regular rate of pay, owed for missed meal periods.

26 50. Plaintiff and the other members of the Meal Period Class are entitled to recover the
27 full amount of their unpaid additional premium pay for missed meal periods. Pursuant to Code of
28 Civil Procedure §1021.5, Plaintiff and the other members of the Meal Period Class are entitled to

1 recover reasonable attorney's fees and costs of suit.

2 51. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Meal Period
3 Class are entitled to recover prejudgment interest on the additional premium pay owed for missed
4 meal periods.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE REST PERIODS**

7 **(By Plaintiff and the Class Against All Defendants)**

8 52. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs of this Complaint as though fully set forth herein.

10 53. California law and applicable Wage Orders require that employers "authorize and
11 permit" employees to take paid 10 minute rest periods in about the middle of each 4-hour work
12 period "or major fraction thereof." Accordingly, employees who work shifts of 3 ½ to 6 hours must
13 be provided 10 minutes of paid rest period, employees who work shifts of more than 6 and up to 10
14 hours must be provided with 20 minutes of paid rest period, and employees who work shifts of
15 more than 10 hours must be provided 30 minutes of paid rest period. Plaintiff and other members
16 of the Rest Period Class on multiple occasions were not provided with requisite rest periods as
17 contemplated under the law.

18 54. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
19 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
20 Commission, the employer shall pay the employee one additional hour of pay at the employee's
21 regular rate of compensation for each work day that the meal period or rest period is not provided.

22 55. By their failure on multiple occasions to provide Plaintiff and other members of the
23 Rest Period Class with the rest periods contemplated by California law, and failing to provide
24 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the
25 provisions of Labor Code §226.7 and applicable Wage Orders.

26 56. As a result of Defendants' unlawful conduct Plaintiff and the other members of the
27 Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were not
28 paid additional premium pay, at the regular rate of pay, owed for missed rest periods.

57. Plaintiff and the other members of the Rest Period Class are entitled to recover the full amount of their unpaid additional premium pay for missed rest periods. Pursuant to Code of Civil Procedure §1021.5, Plaintiff and the other members of the Rest Period Class are entitled to recover reasonable attorney's fees and costs of suit.

58. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Rest Period Class are entitled to recover prejudgment interest on the additional pay owed for missed rest periods.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(By Plaintiff and the Class Against All Defendants)

59. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

60. At all relevant times, Plaintiff and other members of the Late Pay Class were employees of Defendants covered by Labor Code §§ 201 and 202.

61. Pursuant to Labor Code §§ 201 or 202, Plaintiff and other members of the Late Pay Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

62. Defendants failed to pay Plaintiff and other members of the Late Pay Class all wages earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202. Plaintiff and other members of the Late Pay Class are informed and believe and thereon allege that within the applicable limitations period, Defendants on multiple occasions had a pattern and practice of not paying upon termination, the wages owed to them as a consequence of failing to pay non-exempt employees for earned wages, as described herein.

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1 71. Pursuant to Labor Code § 226(a), Plaintiff and the other members of the Wage
2 Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages, an
3 accurate itemized statement showing gross wages earned, net wages earned, all applicable hourly
4 rates in effect during the pay period and the corresponding number of hours worked at each hourly
5 rate by the employee.

6 72. Defendants failed to provide Plaintiff and the other members of the Wage
7 Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

8 73. Plaintiff and the other members of the Wage Statement Class are informed and
9 believe and thereon allege that at all relevant times, Defendants maintained and continue to
10 maintain a policy and practice of issuing wage statements that do not show, including but not
11 limited to, correct name of the employer, all hours worked and all earned wages and pay due for all
12 hours worked at applicable rates of pay. Defendants' practices resulted and continue to result in,
13 the issuance of Wage Statements to Plaintiff and other members of the Class that do not comply
14 with the itemization requirements.

15 74. Defendants' failure to provide Plaintiff and other members of the Wage Statement
16 Class with accurate Wage Statements was knowing and intentional. Defendants had the ability to
17 provide Plaintiff and the other members of the Wage Statement Class with accurate Wage
18 Statements, but intentionally provided wage statements that Defendants knew were not accurate.

19 75. As a result of Defendants' unlawful conduct, Plaintiff and the other members of the
20 Wage Statement Class have suffered injury. The absence of accurate information on their wage
21 statements has delayed timely challenge to Defendants' unlawful pay practices, requires discovery
22 and mathematical computations to determine the amount of wages owed, causes difficulty and
23 expense in attempting to reconstruct time and pay records, and led to submission of inaccurate
24 information about wages and amounts deducted from wages to state and federal government
25 agencies.

26 76. Pursuant to Labor Code § 226(e) Plaintiff and other members of the Wage
27 Statement Class are entitled to recover \$50 for the initial pay period during the period in which
28 violation of Labor Code § 226 occurred and \$100 for each violation of Labor Code § 226 in a

1 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee.

2 77. Pursuant to Labor Code § 226(e) and § 226(g), Plaintiff and the other members of
3 the Wage Statement Class were entitled to recover the full amount of penalties due under Labor
4 Code § 226(e) reasonable attorney's fees and costs of suit.

5 **SEVENTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(By Plaintiff and Class Members Against All Defendants)**

8 78. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs of this Complaint as though fully set forth herein.

10 79. The unlawful conduct of Defendants alleged herein constitutes unfair competition
11 within the meaning of Business & Professions Code § 17200. Due to their unlawful business
12 practices in violation of the Labor Code, Defendants have gained a competitive advantage over
13 other comparable companies doing business in the state of California that comply with their
14 obligations to compensate employees in accordance with the Labor Code.

15 80. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
16 similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiff
17 and similarly situated Class Members have been deprived from not being compensated overtime
18 wages, from not being compensated minimum wages, and from not being provided with meal and
19 rest breaks or compensation in lieu thereof, as described herein.

20 81. Pursuant to Business & Professions Code § 17203 Plaintiff and similarly situated
21 Class Members are entitled to restitution of all wages and other monies owed to them under the
22 Labor Code, including interest thereon, in which they had a property interest which Defendants
23 failed to pay them but withheld and retained for themselves. Restitution of the money owed to
24 Plaintiff and similarly situated Class Members is necessary to prevent Defendants from becoming
25 unjustly enriched by their failure to comply with the Labor Code.

26 82. Plaintiff and similarly situated Class Members are entitled to recover reasonable
27 attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil
28 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

1 **PRAYER**

2 WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for
3 judgment against Defendants as follows:

4 A. An order certifying that Plaintiff may pursue his claims against Defendants as a
5 class action on behalf of the Class Members;

6 B. An order appointing Plaintiff as Class representative and appointing Plaintiff's
7 counsel as class counsel;

8 C. Penalties for inaccurate wage statements under Labor Code §226(e);

9 D. Damages for unpaid wages under Labor Code §§201 or 202;

10 E. Damages for unpaid penalty wages under Labor Code §203;

11 F. Damages for unpaid wages for missed meal periods under Labor Code §226.7;

12 G. Damages for unpaid wages for missed rest periods under Labor Code §226.7;

13 H. Damages for minimum wages;

14 I. Damages for premium wages;

15 J. Liquidated damages for unpaid minimum wages;

16 K. Damages for unpaid overtime wages under Labor Code §1194;

17 L. Restitution under Business and Professions Code §17203;

18 M. Pre-judgment interest;

19 N. Costs;

20 O. Reasonable attorney's fees; and

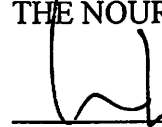
21 P. Such other and further relief as the Court deems just and proper

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23 DATED: May 19, 2022

THE NOURMAND LAW FIRM, APC

24 By:

25 
26 Michael Nourmand, Esq.
James A. De Sario, Esq.
Attorneys for Plaintiff

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