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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

GEORGE GEVORK GEYSIMONYAN,  
individually, and on behalf of all others similarly  
situated,

Plaintiff,

vs.

CELLCO PARTNERSHIP; and DOES 1 through  
10, inclusive,

Defendants

Case No.: **24STCV11352**

**CLASS ACTION COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

**DEMAND FOR JURY TRIAL**

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1 Plaintiff George Gevork Geysimonyan (“Plaintiff”), based upon facts that either have  
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for  
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Cellco Partnership, and Does 1  
6 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and  
7 unfair business practices stemming from Defendants’ failure to pay minimum wages, failure to  
8 pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,  
9 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all  
10 wages to terminated employees, failure to indemnify necessary business expenses, and failure to  
11 furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a  
13 class action on behalf of himself and certain current and former employees of Defendants  
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully  
15 below). The Class consists of Plaintiff and all other persons who have been employed by any  
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of  
17 limitations period applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and  
19 establishment within the State of California, including Los Angeles County. As such, and based  
20 upon all the facts and circumstances incident to Defendants’ business in California, Defendants  
21 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare  
22 Commission (“IWC”), and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period Defendants  
24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum  
26 wages, and overtime wages in compliance with the California Labor Code  
27 and IWC Wage Orders;  
28

- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Failing to indemnify employees for necessary business expenses incurred;
- (e) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates; and
- (f) Failing to maintain accurate records of the hours that employees worked.
- (g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

**THE PARTIES**

**A. Plaintiff**

7. Plaintiff is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a manager from approximately May 2015 to April 2024.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

**B. Defendants**

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant is:

- (a) A partnership with its principal place of business in Los Angeles, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendants suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions

10. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and

1 the other employees described in the class definitions below, and exercised control over their  
2 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges  
3 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,  
4 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest  
5 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some  
6 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to  
7 some or all of the other Defendants so as to be liable for their conduct with respect to the matters  
8 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted  
9 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or  
10 should have known about, and authorized, ratified, adopted, approved, controlled, aided and  
11 abetted the conduct of all other Defendants.

12 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

13 13. Plaintiff is a California resident who worked for Defendants in the County of Los  
14 Angeles, State of California during the statutory period. Plaintiff was typically scheduled to work  
15 at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

16 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours  
17 worked (including minimum wages and overtime wages), failed to provide Plaintiff with  
18 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest  
19 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all  
20 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish  
21 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for  
22 Defendants was typical and illustrative.

23 15. Throughout the statutory period, Defendants maintained a policy and practice of  
24 not paying Plaintiff and the Class for all hours worked, including all overtime wages. Plaintiff  
25 and the Class were required to work "off the clock" and uncompensated. For example, Plaintiff  
26 and the Class were required to use his personal cellular telephones to speak to Defendants and  
27 customers while off the clock, and uncompensated. Also, Plaintiff and the Class were required to  
28 submit their timesheets while off the clock, uncompensated. Also, Plaintiff and the Class

1 sometimes had their meal breaks interrupted, leading to off the clock time, uncompensated. Also  
2 during the statutory period, Plaintiff and the Class received non-discretionary bonuses, shift  
3 differentials and other remuneration. However, Defendants failed to incorporate all remuneration  
4 when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day  
5 rate of pay, leading to underpayment to Plaintiff and the Class.

6 16. Throughout the statutory period, Defendants have wrongfully failed to provide  
7 Plaintiff and the Class with legally compliant meal periods. Defendants sometimes, **but not**  
8 **always**, required Plaintiff and the Class to work in excess of five consecutive hours a day without  
9 providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of  
10 work, or without compensating **Plaintiff and the Class for meal periods that were not provided by**  
11 **the end of the fifth hour of work or tenth hour of work.** Defendants also did not adequately  
12 inform Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of  
13 work, or, **for shifts greater than 10 hours, by the end of the tenth hour of work.** Plaintiff and the  
14 Class were sometimes required to work during their meal periods, leading to the failure to  
15 provide uninterrupted meal periods. Accordingly, Defendants' policy and practice was to not  
16 provide meal periods to Plaintiff and the Class in compliance with California law.

17 17. Throughout the statutory period, Defendants have wrongfully failed to authorize  
18 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants  
19 sometimes, but not always, required Plaintiff and the Class to work in excess of four consecutive  
20 hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous  
21 and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or  
22 without compensating Plaintiff and the Class for rest periods that were not authorized or  
23 permitted. Defendants also did not adequately inform Plaintiff and the Class of their right to take  
24 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or  
25 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or  
26 practices regarding the timing of rest periods. Defendants also did not have adequate policies or  
27 practices to verify whether Plaintiff and the Class were taking their required rest periods.  
28 Further, Defendants did not maintain accurate records of employee work periods, and therefore

1 Defendants cannot demonstrate that Plaintiff and the Class took rest periods during the middle of  
2 each work period. Accordingly, Defendants' policy and practice was to not authorize and permit  
3 Plaintiff and the Class to take rest periods in compliance with California law.

4 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the  
5 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without  
6 reimbursement. For example, Plaintiff and the Class were required to purchase supplies for  
7 customers, and were not reimbursed for vehicle reimbursement or those supplies. Plaintiff and  
8 the Class were also required to use their personal cellular telephones for work purposes, to  
9 submit timesheets and to communicate, without reimbursement.

10 19. Throughout the statutory period, Defendants willfully failed and refused to timely  
11 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum  
12 wages, overtime wages, meal period premium wages, and rest period premium wages. Further,  
13 Defendants did not pay Plaintiff and the Class their final paychecks immediately upon  
14 termination.

15 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the  
16 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross  
17 and net wages earned (including correct hours worked, correct wages earned for hours worked,  
18 correct overtime hours worked, correct wages for meal periods that were not provided in  
19 accordance with California law, correct wages for rest periods that were not authorized and  
20 permitted to take in accordance with California law, and Defendant's address). Further, the wage  
21 statements do not show Defendant's address as required by California law. As a result of these  
22 violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury because,  
23 among other things:

- 24 (a) the violations led them to believe that they were not entitled to be paid  
25 minimum wages, overtime wages, meal period premium wages, and rest  
26 period premium wages to which they were entitled, even though they were  
27 entitled;



- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

### **CLASS ACTION ALLEGATIONS**

21. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil

1 Procedure § 382.

2 22. All claims alleged herein arise under California law for which Plaintiff seeks relief  
3 authorized by California law.

4 23. The proposed Class consists of and is defined as:

5 All persons who worked for any Defendant in California as an hourly, non-  
6 exempt employee at any time during the period beginning four years before the  
7 filing of the initial complaint in this action and ending when notice to the Class  
is sent.

8 24. At all material times, Plaintiff was a member of the Class.

9 25. Plaintiff undertakes this concerted activity to improve the wages and working  
10 conditions of all Class Members.

11 26. There is a well-defined community of interest in the litigation and the Class is  
12 readily ascertainable:

13 (a) Numerosity: The members of the Class (and each subclass, if any) are so  
14 numerous that joinder of all members would be unfeasible and impractical.  
15 The membership of the entire Class is unknown to Plaintiff at this time,  
16 however, the Class is estimated to be greater than 100 individuals and the  
17 identity of such membership is readily ascertainable by inspection of  
18 Defendants' records.

19 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect  
20 the interests of each Class Member with whom there is a shared, well-  
21 defined community of interest, and Plaintiff's claims (or defenses, if any)  
22 are typical of all Class Members' claims as demonstrated herein.

23 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect  
24 the interests of each Class Member with whom there is a shared, well-  
25 defined community of interest and typicality of claims, as demonstrated  
26 herein. Plaintiff has no conflicts with or interests antagonistic to any Class  
27 Member. Plaintiff's attorneys, the proposed class counsel, are versed in  
28

the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without

1 limitation, whether, as alleged herein, Defendants have:

- 2 (a) Failed to pay Class Members for all hours worked, including minimum
- 3 wages, and overtime wages;
- 4 (b) Failed to provide meal periods and pay meal period premium wages to
- 5 Class Members;
- 6 (c) Failed to authorize and permit rest periods and pay rest period premium
- 7 wages to Class Members;
- 8 (d) Failed to promptly pay all wages due to Class Members upon their
- 9 discharge or resignation;
- 10 (e) Failed to maintain accurate records of all hours Class Members worked,
- 11 and all meal periods Class Members took or missed;
- 12 (f) Failed to reimburse Class Members for all necessary business expenses;
- 13 and
- 14 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
- 15 result of their illegal conduct as described above.

16 28. This Court should permit this action to be maintained as a class action pursuant to  
17 California Code of Civil Procedure § 382 because:

- 18 (a) The questions of law and fact common to the Class predominate over any
- 19 question affecting only individual members;
- 20 (b) A class action is superior to any other available method for the fair and
- 21 efficient adjudication of the claims of the members of the Class;
- 22 (c) The members of the Class are so numerous that it is impractical to bring all
- 23 members of the class before the Court;
- 24 (d) Plaintiff, and the other members of the Class, will not be able to obtain
- 25 effective and economic legal redress unless the action is maintained as a
- 26 class action;
- 27 (e) There is a community of interest in obtaining appropriate legal and
- 28 equitable relief for the statutory violations, and in obtaining adequate

1 compensation for the damages and injuries for which Defendants are  
2 responsible in an amount sufficient to adequately compensate the members  
3 of the Class for the injuries sustained;

4 (f) Without class certification, the prosecution of separate actions by  
5 individual members of the class would create a risk of:

6 1) Inconsistent or varying adjudications with respect to individual  
7 members of the Class which would establish incompatible standards  
8 of conduct for Defendants; and/or

9 2) Adjudications with respect to the individual members which would,  
10 as a practical matter, be dispositive of the interests of other  
11 members not parties to the adjudications, or would substantially  
12 impair or impede their ability to protect their interests, including but  
13 not limited to the potential for exhausting the funds available from  
14 those parties who are, or may be, responsible Defendants; and,

15 (g) Defendants have acted or refused to act on grounds generally applicable to  
16 the Class, thereby making final injunctive relief appropriate with respect to  
17 the class as a whole.

18 29. Plaintiff contemplates the eventual issuance of notice to the proposed members of  
19 the Class that would set forth the subject and nature of the instant action. The Defendants' own  
20 business records may be utilized for assistance in the preparation and issuance of the  
21 contemplated notices. To the extent that any further notices may be required, Plaintiff would  
22 contemplate the use of additional techniques and forms commonly used in class actions, such as  
23 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by  
24 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

25 **FIRST CAUSE OF ACTION**

26 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

27 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
28 paragraphs 1 through 20 in this Complaint.

1           31.     “Hours worked” is the time during which an employee is subject to the control of  
2 an employer, and includes all the time the employee is suffered or permitted to work, whether or  
3 not required to do so.

4           32.     At all relevant times herein mentioned, Defendants knowingly failed to pay to  
5 Plaintiff and the Class compensation for all hours they worked. By their failure to pay  
6 compensation for each hour worked as alleged above, Defendants willfully violated the  
7 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage  
8 Orders, which require such compensation to non-exempt employees.

9           33.     Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all  
10 non-overtime hours worked for Defendants.

11           34.     By and through the conduct described above, Plaintiff and the Class have been  
12 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

13           35.     By virtue of the Defendants’ unlawful failure to pay additional compensation to  
14 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class  
15 suffered, and will continue to suffer, damages in amounts which are presently unknown to  
16 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which  
17 will be ascertained according to proof at trial.

18           36.     By failing to keep adequate time records required by California Labor Code §  
19 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage  
20 compensation due Plaintiff and the Class.

21           37.     Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are  
22 entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum  
23 wages.

24           38.     California Labor Code section 204 requires employers to provide employees with  
25 all wages due and payable twice a month. Throughout the statute of limitations period applicable  
26 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates  
27 required by law, including minimum wages. However, during all such times, Defendants  
28

1 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to  
2 pay those wages twice a month.

3 39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum  
4 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§  
5 218.5, 218.6, and 1194(a).

## 6 **SECOND CAUSE OF ACTION**

### 7 **(Against all Defendants for Failure to Pay Overtime Wages)**

8 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
9 paragraphs 1 through 20 in this Complaint.

10 41. California Labor Code § 510 provides that employees in California shall not be  
11 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless  
12 they receive additional compensation beyond their regular wages in amounts specified by law.

13 42. California Labor Code §§ 1194 and 1198 provide that employees in California  
14 shall not be employed more than eight hours in any workday unless they receive additional  
15 compensation beyond their regular wages in amounts specified by law. Additionally, California  
16 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed  
17 by the Industrial Welfare Commission is unlawful.

18 43. At all times relevant hereto, Plaintiff and the Class have worked more than eight  
19 hours in a workday, as employees of Defendants.

20 44. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class  
21 overtime compensation for the hours they have worked in excess of the maximum hours  
22 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class  
23 are regularly required to work overtime hours.

24 45. By virtue of Defendants' unlawful failure to pay additional premium rate  
25 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the  
26 Class have suffered, and will continue to suffer, damages in amounts which are presently  
27 unknown to them but which exceed the jurisdictional minimum of this Court and which will be  
28 ascertained according to proof at trial.

46. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

47. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

48. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of California Labor Code § 204.

### THIRD CAUSE OF ACTION

**(Against All Defendants for Failure to Provide Meal Periods)**

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

50. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods),



Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

52. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

#### **FOURTH CAUSE OF ACTION**

##### **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

54. Defendants are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any rest period mandated under any Wage Order.

55. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

56. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

1 **FIFTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

3 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
4 paragraphs 1 through 20 in this Complaint.

5 58. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by  
6 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and  
7 losses incurred in direct consequence of the discharge of their duties or of their obedience to  
8 directions of Defendants.

9 59. As a result, Plaintiff and the Class were damaged at least in the amounts of the  
10 expenses they paid, or which were deducted by Defendants from their wages.

11 60. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and  
12 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section  
13 2802(b).

14 **SIXTH CAUSE OF ACTION**

15 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**  
16 **Penalties)**

17 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
18 paragraphs 1 through 20 in this Complaint.

19 62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if  
20 an employer discharges an employee, the wages earned and unpaid at the time of discharge are  
21 due and payable immediately, and that if an employee voluntarily leaves his or her employment,  
22 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,  
23 unless the employee has given seventy-two (72) hours previous notice of his or her intention to  
24 quit, in which case the employee is entitled to his or her wages at the time of quitting.

25 63. Within the applicable statute of limitations, the employment of Plaintiff and many  
26 other members of the Class ended, i.e. was terminated by quitting or discharge, and the  
27 employment of others will be. However, during the relevant time period, Defendants failed, and  
28 continue to fail to pay terminated Class Members, without abatement, all wages required to be

1 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within  
2 seventy-two (72) hours of their leaving Defendants' employ.

3 64. Defendants' failure to pay Plaintiff and those Class members who are no longer  
4 employed by Defendants their wages earned and unpaid at the time of discharge, or within  
5 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor  
6 Code §§ 201 and 202.

7 65. California Labor Code § 203 provides that if an employer willfully fails to pay  
8 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall  
9 continue as a penalty wage from the due date, and at the same rate until paid or until an action is  
10 commenced; but the wages shall not continue for more than thirty (30) days.

11 66. Plaintiff and the Class are entitled to recover from Defendants their additionally  
12 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days  
13 maximum pursuant to California Labor Code § 203.

14 67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the  
15 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs  
16 incurred in this action.

## 17 **SEVENTH CAUSE OF ACTION**

### 18 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 19 **Compliant Wage Records)**

20 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
21 paragraphs 1 through 20 in this Complaint.

22 69. At all material times set forth herein, California Labor Code § 226(a) provides that  
23 every employer shall furnish each of his or her employees an accurate itemized wage statement  
24 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours  
25 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate  
26 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made  
27 on written orders of the employee may be aggregated and shown as one item, (5) net wages  
28 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and the last four digits of his or her social security number or an employee  
2 identification number other than a social security number, (8) the name and address of the legal  
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and  
4 the corresponding number of hours worked at each hourly rate by the employee.

5 70. Defendants have intentionally and willfully failed to provide employees with  
6 complete and accurate wage statements. The deficiencies include, among other things, the  
7 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list  
8 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

9 71. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff  
10 and the Class have suffered injury and damage to their statutorily-protected rights.

11 72. Specifically, Plaintiff and the members of the Class have been injured by  
12 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied  
13 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage  
14 statements under California Labor Code § 226(a).

15 73. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and  
16 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as  
17 a result of having to bring this action to attempt to obtain correct wage information following  
18 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related  
19 laws and regulations.

20 74. Plaintiff and the Class are entitled to recover from Defendants their actual  
21 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

22 75. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of  
23 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor  
24 Code § 226(h).

## 25 **EIGHTH CAUSE OF ACTION**

26 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**  
27 **et seq.)**

1           76.     Plaintiff incorporates by reference and re-alleges as if fully stated herein  
2 paragraphs 1 through 20 in this Complaint.

3           77.     Defendants, and each of them, are “persons” as defined under California Business  
4 & Professions Code § 17201.

5           78.     Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,  
6 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff  
7 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil  
8 Procedure § 1021.5.

9           79.     Defendants’ activities, as alleged herein, are violations of California law, and  
10 constitute unlawful business acts and practices in violation of California Business & Professions  
11 Code §§ 17200, *et seq.*

12           80.     A violation of California Business & Professions Code §§ 17200, *et seq.* may be  
13 predicated on the violation of any state or federal law. All of the acts described herein as  
14 violations of, among other things, the California Labor Code, are unlawful and in violation of  
15 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,  
16 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of  
17 California Business & Professions Code §§ 17200, *et seq.*

18                           **Failure to Pay Minimum Wages**

19           81.     Defendants’ failure to pay minimum wages, and other benefits in violation of the  
20 California Labor Code constitutes unlawful and/or unfair activity prohibited by California  
21 Business & Professions Code §§ 17200, *et seq.*

22                           **Failure to Pay Overtime Wages**

23           82.     Defendants’ failure to pay overtime compensation and other benefits in violation  
24 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity  
25 prohibited by California Business & Professions Code §§ 17200, *et seq.*

26                           **Failure to Maintain Accurate Records of All Hours Worked**

27           83.     Defendants’ failure to maintain accurate records of all hours worked in accordance  
28 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or

1 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

2 **Failure to Provide Meal Periods**

3 84. Defendants' failure to provide meal periods in accordance with California Labor  
4 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or  
5 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

6 **Failure to Authorize and Permit Rest Periods**

7 85. Defendants' failure to authorize and permit rest periods in accordance with  
8 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful  
9 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

10 **Failure to Indemnify Necessary Business Expenses**

11 86. Defendants' failure to indemnify employees for necessary business expenses in  
12 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,  
13 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§  
14 17200, *et seq.*

15 **Failure to Provide Accurate Itemized Wage Statements**

16 87. Defendants' failure to provide accurate itemized wage statements in accordance  
17 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity  
18 prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 88. By and through their unfair, unlawful and/or fraudulent business practices  
20 described herein, the Defendants, have obtained valuable property, money and services from  
21 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly  
22 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

23 89. Plaintiff and the Class Members suffered monetary injury as a direct result of  
24 Defendants' wrongful conduct.

25 90. Plaintiff, individually, and on behalf of members of the putative Class, is entitled  
26 to, and do, seek such relief as may be necessary to disgorge money and/or property which the  
27 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by  
28 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and

1 the Class are not obligated to establish individual knowledge of the wrongful practices of  
2 Defendants in order to recover restitution.

3 91. Plaintiff, individually, and on behalf of members of the putative class, are further  
4 entitled to and do seek a declaration that the above described business practices are unfair,  
5 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,  
6 from engaging in any of the above-described unfair, unlawful and/or fraudulent business  
7 practices in the future.

8 92. Plaintiff, individually, and on behalf of members of the putative class, have no  
9 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members  
10 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business  
11 practices. As a result of the unfair, unlawful and/or fraudulent business practices described  
12 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and  
13 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained  
14 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

15 93. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth  
16 herein above, they will continue to avoid paying the appropriate taxes, insurance and other  
17 withholdings.

18 94. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff  
19 and putative Class Members are entitled to restitution of the wages withheld and retained by  
20 Defendants during a period that commences four years prior to the filing of this complaint; a  
21 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and  
22 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §  
23 1021.5 and other applicable laws; and an award of costs.

24 **PRAYER FOR RELIEF**

25 Plaintiff, individually, and on behalf of all others similarly situated only with respect to  
26 the class claims, prays for relief and judgment against Defendants, jointly and severally, as  
27 follows:

28 Class Certification

1           1.       That this action be certified as a class action with respect to the First, Second,  
2 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

3           2.       That Plaintiff be appointed as the representative of the Class; and

4           3.       That counsel for Plaintiff be appointed as Class Counsel.

5                               As to the First Cause of Action

6           4.       That the Court declare, adjudge and decree that Defendants violated California  
7 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all  
8 minimum wages due;

9           5.       For general unpaid wages as may be appropriate;

10          6.       For pre-judgment interest on any unpaid compensation commencing from the date  
11 such amounts were due;

12          7.       For liquidated damages;

13          8.       For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
14 California Labor Code § 1194(a); and,

15          9.       For such other and further relief as the Court may deem equitable and appropriate.

16                               As to the Second Cause of Action

17          10.       That the Court declare, adjudge and decree that Defendants violated California  
18 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all  
19 overtime wages due;

20          11.       For general unpaid wages at overtime wage rates as may be appropriate;

21          12.       For pre-judgment interest on any unpaid overtime compensation commencing  
22 from the date such amounts were due;

23          13.       For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
24 California Labor Code § 1194(a); and,

25          14.       For such other and further relief as the Court may deem equitable and appropriate.

26                               As to the Third Cause of Action

27          15.       That the Court declare, adjudge and decree that Defendants violated California  
28 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;



- 1           16.    For unpaid meal period premium wages as may be appropriate;
- 2           17.    For pre-judgment interest on any unpaid compensation commencing from the date
- 3 such amounts were due;
- 4           18.    For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 5 and for costs of suit incurred herein; and
- 6           19.    For such other and further relief as the Court may deem equitable and appropriate.

7                                   As to the Fourth Cause of Action

- 8           20.    That the Court declare, adjudge and decree that Defendants violated California
- 9 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
- 10          21.    For unpaid rest period premium wages as may be appropriate;
- 11          22.    For pre-judgment interest on any unpaid compensation commencing from the date
- 12 such amounts were due;
- 13          23.    For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 14 and for costs of suit incurred herein; and
- 15          24.    For such other and further relief as the Court may deem equitable and appropriate.

16                                   As to the Fifth Cause of Action

- 17          25.    That the Court declare, adjudge and decree that Defendants violated Labor Code §
- 18 2802 and the IWC Wage Orders;
- 19          26.    For general unpaid wages and reimbursement of business expenses as may be
- 20 appropriate;
- 21          27.    For pre-judgment interest on any unpaid compensation commencing from the date
- 22 such amounts were due;
- 23          28.    For reasonable attorneys' fees and for costs of suit incurred herein; and
- 24          29.    For such other and further relief as the Court may deem equitable and appropriate.

25                                   As to the Sixth Cause of Action

- 26          30.    That the Court declare, adjudge and decree that Defendants violated California
- 27 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
- 28 termination of the employment;

1           31.     For statutory wage penalties pursuant to California Labor Code § 203 for former  
2 employees who have left Defendants' employ;

3           32.     For pre-judgment interest on any unpaid wages from the date such amounts were  
4 due;

5           33.     For reasonable attorneys' fees and for costs of suit incurred herein; and

6           34.     For such other and further relief as the Court may deem equitable and appropriate.

7                               As to the Seventh Cause of Action

8           35.     That the Court declare, adjudge and decree that Defendants violated the record  
9 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and  
10 willfully failed to provide accurate itemized wage statements thereto;

11          36.     For penalties and actual damages pursuant to California Labor Code § 226(e);

12          37.     For injunctive relief to ensure compliance with this section, pursuant to California  
13 Labor Code § 226(h);

14          38.     For reasonable attorneys' fees and for costs of suit incurred herein; and

15          39.     For such other and further relief as the Court may deem equitable and appropriate.

16                               As to the Eighth Cause of Action

17          40.     That the Court declare, adjudge and decree that Defendants violated California  
18 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked  
19 (including minimum and overtime wages), failing to provide meal periods, failing to maintain  
20 accurate records of meal periods, failing to authorize and permit rest periods, and failing to  
21 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage  
22 statements, and failing to indemnify necessary business expenses;

23          41.     For restitution of unpaid wages to Plaintiff and all Class Members and  
24 prejudgment interest from the day such amounts were due and payable;

25          42.     For the appointment of a receiver to receive, manage and distribute any and all  
26 funds disgorged from Defendants and determined to have been wrongfully acquired by  
27 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

1           43.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
2 California Code of Civil Procedure § 1021.5;

3           44.     For injunctive relief to ensure compliance with this section, pursuant to California  
4 Business & Professions Code §§ 17200, *et seq.*; and,

5           45.     For such other and further relief as the Court may deem equitable and appropriate.

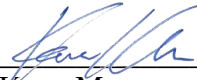
6                               As to all Causes of Action

7           46.     For any additional relief that the Court deems just and proper.

8  
9 Dated: May 06, 2024

Respectfully submitted,

10 MOON LAW GROUP, PC

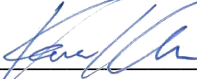
11 By:   
12 Kane Moon  
13 Allen Fegahli  
14 Hyunjin Kim  
Attorneys for Plaintiff

15                               **DEMAND FOR JURY TRIAL**

16 Plaintiff demands a trial by jury as to all causes of action triable by jury.

17  
18 Dated: May 06, 2024

MOON LAW GROUP, PC

19 By:   
20 Kane Moon  
21 Allen Feghali  
22 Hyunjin Kim  
23 Attorneys for Plaintiff  
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27  
28