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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

Assigned for All Purposes
Judge Richard Lee

AARON FAYE, an individual, and on behalf of
all aggrieved employees

Plaintiff,

vs.

RHODIUM INC., a California corporation;
EDDIE FAZA, an individual; AMER
ABDULAZIZ GHARIBE, an individual;
RODENA GHAREBA, an individual; and
DOES 1 through 50 inclusive

Defendants.

Case No. 30-2025-01468420-CU-OE-WJC

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF;
ENFORCEMENT ACTION UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE §§ 2698, ET SEQ:**

1. **FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES (Cal.
Lab. Code, §§ 510, 1194, 1194.2, &
1198);**
2. **FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES (Cal. Lab. Code, §§
1182.12, 1194; 1194.2; 1197; 1197.1;
& 1198 and Cal. Code Regs., tit 8, §
11040);**
3. **FAILURE TO PROVIDE MEAL
PERIODS (Cal. Lab. Code, §§
226.7 & 512, and Cal. Code Regs.,
tit. 8, § 11040);**
4. **FAILURE TO PROVIDE REST
PERIODS (Cal. Lab. Code, §§**

- 226.7 & 512, and Cal. Code Regs. tit. 8, § 11040);
5. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS** (Cal. Lab. Code, §§ 226, subd. (a), 1174, subd. (d), & 1198);
 6. **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT** (Cal. Lab. Code, § 203);
 7. **FAILURE TO REIMBURSE BUSINESS EXPENSES** (Cal. Lab. Code, §§ 2800 & 2802);
 8. **VIOLATION OF LABOR CODE SECTION 558;**
 9. **UNFAIR COMPETITION** (Cal. Bus. & Prof. Code, §§ 17200, et seq.);
 10. **CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** [Cal. Lab. Code, §§ 2698, et seq.]

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the named Plaintiff and his counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under Code of Civil Procedure section 410.10. Plaintiff brings this complaint on his own behalf.

2. Venue is proper in the Court under Code of Civil Procedure sections 395 and 395.5 because the claims made, and the Labor Code violations as against the persons identified herein, occurred in the County of Orange. Further, each of the Defendants operated their businesses in the County of Orange.

3. The Private Attorney Generals Act (“PAGA”) authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the California Labor Code.

II.

THE PARTIES

PLAINTIFF

4. AARON FAYE (referred to as PLAINTIFF) is, and at all material times mentioned was:

- (a) An individual who, at all relevant times, resided in the County of Orange, California;
- (b) Jointly employed as an employee by RHODIUM INC., a California corporation; EDDIE FAZA, an individual; AMER ABDULAZIZ GHARIBE, an individual; RODENA GHAREBA, an individual; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about May, 2024, to on or about September, 2024, as a “Shop Associate”;
- (c) Was not properly paid for overtime hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Did not receive compliant meal periods or meal-period premiums;
- (f) Did not receive compliant rest periods or rest-period premiums;
- (g) Did not receive accurate itemized wage statements;
- (h) Was not reimbursed for business expenses that he paid; and,
- (i) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201.

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1 **DEFENDANTS**

2 5. PLAINTIFF is informed and believes, and based upon that information and
3 belief alleges, that RHODIUM INC., is, and at all times mentioned was:

- 4 (a) A California corporation authorized to conduct business, and actually
5 conducting business, in Orange County, California;
- 6 (b) Along with EDDIE FAZA, AMER ABDULAZIZ GHARIBE,
7 RODENA GHAREBA, and DOES 1 through 50, inclusive, was the
8 former joint employer of PLAINTIFF, and all aggrieved employees,
9 as RHODIUM INC., EDDIE FAZA, AMER ABDULAZIZ
10 GHARIBE, RODENA GHAREBA, and DOES 1 through 50
11 controlled PLAINTIFF's, and all aggrieved employees' wages, hours,
12 working conditions, and how PLAINTIFF, and all aggrieved
13 employees were paid;
- 14 (c) Failed to properly pay PLAINTIFF, and all aggrieved employees for
15 overtime wages, for minimum wages, for missed meal periods, for
16 missed rest periods, failed to provide PLAINTIFF and all aggrieved
17 employees with accurate itemized wage statements, failed to
18 reimburse business expenses incurred by PLAINTIFF and all
19 aggrieved employees in their course and scope of employment, and
20 failed to pay PLAINTIFF and all aggrieved employees for wages due
21 upon termination. Each of these transgressions violated the CAL. LAB.
22 CODE.

23 6. PLAINTIFF is informed and believes, and based upon that information and
24 belief alleges, that EDDIE FAZA, is, and at all times mentioned was:

- 25 (a) An individual conducting business in Orange County, California;
- 26 (b) The Chief Financial Officer of RHODIUM INC.;
- 27 (c) Along with RHODIUM INC., AMER ABDULAZIZ GHARIBE,
28 RODENA GHAREBA, and DOES 1 through 50, inclusive, was the

1 former joint employer of PLAINTIFF, and all aggrieved employees,
2 as RHODIUM INC., EDDIE FAZA, AMER ABDULAZIZ
3 GHARIBE, RODENA GHAREBA and DOES 1 through 50 controlled
4 PLAINTIFF's, and all aggrieved employees' wages, hours, working
5 conditions, and how PLAINTIFF, and all aggrieved employees were
6 paid;

- 7 (d) Failed to properly pay PLAINTIFF, and all aggrieved employees for
8 overtime wages, for minimum wages, for missed meal periods, for
9 missed rest periods, failed to provide PLAINTIFF and all aggrieved
10 employees with accurate itemized wage statements, failed to
11 reimburse business expenses incurred by PLAINTIFF and all
12 aggrieved employees in their course and scope of employment, and
13 failed to pay PLAINTIFF and all aggrieved employees for wages due
14 upon termination. Each of these transgressions violated the CAL. LAB.
15 CODE.

16 7. PLAINTIFF is informed and believes, and based upon that information and
17 belief alleges, that AMER ABDULAZIZ GHARIBE, is, and at all times mentioned was:

- 18 (a) An individual conducting business in Orange County, California;
19 (b) The Chief Executive Officer of RHODIUM INC.;
20 (c) Along with RHODIUM INC., EDDIE FAZA, RODENA GHAREBA,
21 and DOES 1 through 50, inclusive, was the former joint employer of
22 PLAINTIFF, and all aggrieved employees, as RHODIUM INC.,
23 EDDIE FAZA, AMER ABDULAZIZ GHARIBE, RODENA
24 GHAREBA, and DOES 1 through 50 controlled PLAINTIFF's, and
25 all aggrieved employees' wages, hours, working conditions, and how
26 PLAINTIFF, and all aggrieved employees were paid;
27 (d) Failed to properly pay PLAINTIFF, and all aggrieved employees for
28 overtime wages, for minimum wages, for missed meal periods, for

missed rest periods, failed to provide PLAINTIFF and all aggrieved employees with accurate itemized wage statements, failed to reimburse business expenses incurred by PLAINTIFF and all aggrieved employees in their course and scope of employment, and failed to pay PLAINTIFF and all aggrieved employees for wages due upon termination. Each of these transgressions violated the CAL. LAB. CODE.

8. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that RODENA GHAREBA, is, and at all times mentioned was:

- (a) An individual conducting business in Orange County, California;
- (b) The Secretary of RHODIUM INC.;
- (c) Along with RHODIUM INC., EDDIE FAZA, AMER ABDULAZIZ GHARIBE, and DOES 1 through 50, inclusive, was the former joint employer of PLAINTIFF, and all aggrieved employees, as RHODIUM INC., EDDIE FAZA, AMER ABDULAZIZ GHARIBE, RODENA GHAREBA, and DOES 1 through 50 controlled PLAINTIFF's, and all aggrieved employees' wages, hours, working conditions, and how PLAINTIFF, and all aggrieved employees were paid;
- (d) Failed to properly pay PLAINTIFF, and all aggrieved employees for overtime wages, for minimum wages, for missed meal periods, for missed rest periods, failed to provide PLAINTIFF and all aggrieved employees with accurate itemized wage statements, failed to reimburse business expenses incurred by PLAINTIFF and all aggrieved employees in their course and scope of employment, and failed to pay PLAINTIFF and all aggrieved employees for wages due upon termination. Each of these transgressions violated the CAL. LAB. CODE.

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1 9. RHODIUM INC., EDDIE FAZA, AMER ABDULAZIZ GHARIBE,
2 RODENA GHAREBA, and DOES 1 through 50 are collectively referred to as
3 “DEFENDANTS” throughout this Complaint.

4 10. The true names and capacities, whether individual, corporate, subsidiary,
5 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are unknown to
6 the PLAINTIFF, who therefore sues these Defendants by those fictitious names under CAL. CIV.
7 PROC. § 474. PLAINTIFF will seek leave to amend the Complaint to allege the true names and
8 capacities of DOES 1 through 50, inclusive, when they are ascertained.

9 11. PLAINTIFF is informed and believes, and based upon that information and
10 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
11 which reside in, or are otherwise doing business in the State of California. Each of the
12 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor, successor,
13 joint-venturer, co-conspirator, alter ego and/or representative of one or more of the other
14 Defendants named herein, and acted with permission, authorization and/or ratification and
15 consent of other Defendants.

16 12. PLAINTIFF is informed and believes, and based upon that information and
17 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
18 inclusive, are responsible in some manner for one or more of the events and happenings that
19 proximately caused the injuries and damages hereinafter alleged.

20 13. PLAINTIFF is informed and believes, and based upon that information and
21 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
22 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of
23 each of the other Defendants, and that each Defendant was acting within the course of scope of
24 his, hers, or its authority as the agent, servant and/or employee of each of the other Defendants.
25 Consequently, all the Defendants are jointly and severally liable to PLAINTIFFS, and all
26 aggrieved employees for their damages sustained as a proximate result of Defendants’ conduct.

27 14. PLAINTIFF is informed and believes, and based upon that information and
28 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,

1 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
2 themselves and entered into a combination and systemized campaign of activity to *inter alia*
3 damage PLAINTIFF, and all aggrieved employees and to otherwise consciously and/or
4 recklessly act in derogation of PLAINTIFF's, and all aggrieved employees' rights, and the trust
5 reposed by PLAINTIFF, and all aggrieved employees in each of the Defendants, the acts being
6 negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions,
7 were such that, to PLAINTIFF's information and belief, and to all appearances, Defendants
8 represented a unified body so that the actions of one Defendant were accomplished in concert
9 with, and with the knowledge, ratification, authorization and approval of each of the other
10 Defendants.

11 **ALTER-EGO ALLEGATIONS**

12 15. PLAINTIFF is informed and believes, and based upon that information and
13 belief alleges, that:

14 (a) RHODIUM INC., and DOES 1 through 50, are, and at all relevant times
15 were, mere shells without capital, assets, stock or stockholders;

16 (b) Defendants RHODIUM INC., and DOES 1 through 50 are, and at all relevant
17 times were, the alter ego of Defendants EDDIE FAZA, AMER ABDULAZIZ GHARIBE,
18 RODENA GHAREBA, and DOES 1 through 50, inclusive, and each of them, who were the
19 controlling shareholders, officers, and directors of RHODIUM INC., and DOES 1 through
20 50;

21 (c) There is, and at all relevant times was, a unity of interest and/or ownership
22 between all of these Defendants so that any individuality or separateness between them has
23 ceased to exist in that RHODIUM INC., and DOES 1 through 50, inclusive were and are
24 under their control and domination; and

25 (d) RHODIUM INC., and DOES 1 through 50, inclusive are, and at all relevant
26 times were, completely controlled, dominated, managed and operated by EDDIE FAZA,
27 AMER ABDULAZIZ GHARIBE, RODENA GHAREBA, and Defendants DOES 1 through
28 50, inclusive, and each of them, so that RHODIUM INC., and DOES 1 through 50 were

1 mere shells, instrumentalities, and/or conduits through which each of these Defendants
2 conducted some or all of their/its business. Adherence to the fiction of the separate
3 existence of RHODIUM INC., and DOES 1 through 50, inclusive as entities distinct from
4 EDDIE FAZA, AMER ABDULAZIZ GHARIBE, RODENA GHAREBA, Defendants
5 DOES 1 through 50, inclusive, or any of them, would permit an abuse of the corporate
6 privilege and sanction fraud or promote injustice in that, among other things, it would
7 enable each of these Defendants to avoid liability and to defraud his, her, or its creditors,
8 the effect of which would be to render each Defendant financially unable to respond to a
9 monetary judgment awarded against each or any of them in the action.

10 16. PLAINTIFF and all persons employed by DEFENDANTS in California who
11 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB. CODE
12 § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of
13 the alleged violations was committed against them.

14 III.

15 **PAGA REPRESENTATIVE ALLEGATIONS**

16 17. At all times herein set forth, PAGA provides that any provision of law under
17 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
18 assessed and collected by the LWDA for violations of the Labor Code and applicable IWC
19 Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
20 brought on behalf of themselves and other current or former employees pursuant to
21 procedures outlined in Labor Code section 2699.3.

22 18. PAGA defines an “aggrieved employee” in Labor Code section 2699,
23 subdivision (c) as “any person who was employed by the alleged violator and against whom
24 one or more of the alleged violations was committed.”

25 19. PLAINTIFF and other current and former employees of DEFENDANTS are
26 “aggrieved employees” as defined by Labor Code section 2699, subdivision (c) in that they
27 are all Defendants’ current or former employees and one or more of the alleged violations
28 were committed against them.

1 20. On January 9, 2025, PLAINTIFF provided written notice by online filing to the
2 LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California
3 Labor Code alleged to have been violated, including facts and theories to support the alleged
4 violations, in accordance with Labor Code section 2699.3. PLAINTIFF's notice was
5 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
6 Administrator confirmed receipt of Plaintiff's notice and assigned Plaintiff PAGA Case Number
7 LWDA-CM-1071998-25.

8 21. PLAINTIFF has satisfied the administrative prerequisites under Cal. Labor Code
9 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties against
10 DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516,
11 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the applicable Cal.
12 Code of Regulations.

13 22. Cal. Labor Code section 558, subdivision (a) provides, "Any employer or other
14 person acting on behalf of an employer who violates, or causes to be violated, a section of this
15 chapter or any provision regulating hours and days of work in any order of the Industrial
16 Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation,
17 fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was
18 underpaid....(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid...." Labor Code section
20 558, subdivision (d) provides, "The civil penalties provided for in this section are in addition to
21 any other civil or criminal penalty provided by law."

22 23. DEFENDANTS, at all times relevant to this complaint, were employers or
23 persons acting on behalf of an employer(s) who violated PLAINTIFF's and other aggrieved
24 employees' rights by violating various sections of the Labor Code as set forth above.

25 24. As set forth below, DEFENDANTS have violated numerous provisions of both
26 the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
27 Order.
28

25. Pursuant to PAGA, and in particular, Cal. Labor Code sections 2699, subdivision (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DEFENDANTS for violations of Cal. Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the applicable Cal. Code of Regulations.

IV.

THE CONDUCT

26. DEFENDANTS own and operate, and do business as, the “Rhodium Smoke and Vape” smoke shop, located at 743 Baker Street, Suite A, Costa Mesa, CA 92626.

27. DEFENDANTS’ business requires the use of “non-exempt” employees as defined by the California Labor Code and IWC Wage Order No. 4-2001 (as amended), including but not limited to shop associates, stockers, and cashiers.

28. DEFENDANTS jointly employed PLAINTIFF from on or about May, 2024, to on or about September, 2024, as a “Shop Associate.”

29. PLAINTIFF believes that DEFENDANTS paid PLAINTIFF approximately \$15.00 per hour, regardless of the hours PLAINTIFF worked. However, throughout his employment by DEFENDANTS, and due to DEFENDANTS' acts and omissions, as further described *infra*, PLAINTIFF was never able to determine the exact wage he was being paid. PLAINTIFF's job duties included, among other things, customer service, stocking shelves, order fulfillment, and janitorial duties, for DEFENDANTS, in California.

30. DEFENDANTS exercised complete and unfettered control over PLAINTIFF's, and all aggrieved employees' work schedules; their hours worked; their rates of pay and methods of payment; dictated how PLAINTIFF, and all aggrieved employees, would actually perform their jobs; and dictated if and when PLAINTIFF and all aggrieved employees could take meal or rest breaks. PLAINTIFF and all aggrieved employees could not exercise discretion and independent judgment regarding the tasks they

1 performed. PLAINTIFF and all aggrieved employees had to obtain approval on any action
2 taken in the course of working for DEFENDANTS. PLAINTIFF and all aggrieved
3 employees also did not have authority to hire or fire employees nor did he have any input
4 regarding whether to hire and fire employees. Therefore, under California Code of
5 Regulations, title 8, section 11040, subdivision (1), the provisions of the applicable
6 California Wage Order apply to PLAINTIFF and all aggrieved employees. PLAINTIFF and
7 all aggrieved employees were not exempt employees.

8 31. DEFENDANTS typically employed PLAINTIFF three (3) to five (5) days
9 per week. PLAINTIFF was typically scheduled by DEFENDANTS to work for seven (7) to
10 nine (9) hours per shift. Additionally, on every shift that Mr. Faye was “closing”
11 DEFENDANTS’ shop, which occurred regularly, PLAINTIFF was not allowed to close out
12 all of DEFENDANTS’ cash registers until its shop’s doors were closed. The process of
13 closing out DEFENDANTS’ cash registers took approximately 10-20 minutes. PLAINTIFF
14 believes that he was never paid at an overtime rate for all overtime hours worked or for the
15 time he was suffered to work, beyond his regularly scheduled shifts, closing
16 DEFENDANTS’ shop.

17 32. DEFENDANTS required that PLAINTIFF and all aggrieved employees work
18 more than 8 hours in a day or more than forty 40 hours per week without proper overtime
19 compensation.

20 33. DEFENDANTS required that PLAINTIFF and all aggrieved employees work
21 hours without paying compensation at the minimum wage.

22 34. DEFENDANTS regularly failed to provide PLAINTIFF, and all aggrieved
23 employees with code-compliant thirty (30) minute meal periods during shifts in excess of five
24 (5) hours, and a second meal period of at least thirty (30) minutes during shifts in excess of ten
25 (10) hours. When meal periods were provided, they were not provided at the correct times, were
26 shorter in duration than 30 minutes, or were interrupted. DEFENDANTS effectively maintained
27 control over PLAINTIFF, and all aggrieved employees during the meal periods that were
28 provided. On each day where a code-compliant thirty (30) minute meal period was not provided

1 to PLAINTIFF, and all aggrieved employees, DEFENDANTS failed to pay PLAINTIFF, and all
2 aggrieved employees one additional hour of pay at their regular rates of pay.

3 35. DEFENDANTS did not provide PLAINTIFF, and all aggrieved employees with
4 a code compliant 10-minute net rest period for every four (4) hours or major fraction thereof
5 worked. Where rest periods were provided, they were shorter in duration than 10 minutes, were
6 interrupted, or were not provided every four (4) hours or major fraction thereof worked.
7 DEFENDANTS effectively maintained control over PLAINTIFF, and all aggrieved employees
8 during rest periods that were provided. On each day when code-compliant ten (10) minute rest
9 periods were not provided to PLAINTIFF, and all aggrieved employees, DEFENDANTS failed
10 to pay PLAINTIFF, and all aggrieved employees one additional hour of pay at their regular
11 rates of pay.

12 36. Under California law, an employee who works more than 4 hours, or major
13 fraction thereof, is entitled to a compensated rest period of 10 minutes. An employee who works
14 more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal
15 period of at least 30 minutes if he or she works more than 10 hours in a workday. (CAL. LAB.
16 CODE § 512(a).) An employer that fails to provide a rest or meal period that satisfies the
17 requirements of the applicable IWC Wage Order 4-2001 (as amended) must pay a premium to
18 the employee of one additional hour of pay at the employee's regular rate for each day that a
19 meal or rest period was not provided. (CAL. LAB. CODE § 226.7(b).)

20 37. DEFENDANTS completely failed to provide wage statements to PLAINTIFF.
21 DEFENDANTS would simply provide checks to PLAINTIFF, without any additional
22 information. Per CAL. LAB. CODE § 226, DEFENDANTS were required to provide PLAINTIFF
23 and other aggrieved employees with wage statements that accurately reflected such items as
24 PLAINTIFF's, and other aggrieved employees' hours worked, including overtime wages,
25 minimum wages, missed meal periods, and rest periods, the correct rate of pay, and the address
26 of the employer entity.

27 38. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees
28 for all necessary expenditures incurred in their course and scope of employment, including

1 the use of personal vehicles, personal cell phones, personal cell phone plans.

2 39. CAL. LAB. CODE section 201(a) provides that a discharged employee's unpaid
3 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee
4 not having a written contract for a definite period is terminated, his or her wages become
5 immediately due and payable. CAL. LAB. CODE section 203(a) provides, "If an employer
6 willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and
7 202], any wages of an employee who is discharged or who quits, the wages of the employee
8 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
9 therefore is commenced; but the wages shall not continue for more than 30 days."

10 40. As a result, under CAL. LAB. CODE section 203, PLAINTIFF, and all aggrieved
11 employees are entitled to one day's wages for each day they were not timely paid all wages due,
12 up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay overtime wages,
13 minimum wages, meal period wages, and rest period wages to PLAINTIFF, and all aggrieved
14 employees, each of these individuals whose employment has been terminated during the
15 applicable statutory period, including PLAINTIFF, are entitled to 30 days' wages.

16 **FIRST CAUSE OF ACTION**
17 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**
18 **DAMAGES**

19 **(CAL. LAB. CODE §§ 510, 1194, 1194.2 & 1198)**

20 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

21 41. PLAINTIFF repeats and re-alleges paragraphs 1 through 40, inclusive, of this
22 Complaint and they are incorporated herein by this reference.

23 42. Under the applicable IWC Wage Order 4-2001 (as amended),
24 DEFENDANTS were the joint employers of PLAINTIFF.

25 43. CAL. LAB. CODE § 510 provides that employees in California shall not be
26 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
27 additional compensation beyond their regular wages in amounts specified by law.
28

1 44. CAL. CODE REGS. § 11040(3)(A)(1) provides that overtime hours shall be
2 compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all
3 hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for
4 the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
5 and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in
6 any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
7 consecutive day of work in a workweek.

8 45. CAL. LAB. CODE § 1194 establishes an employee's right to recover unpaid
9 overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.
10 CAL. LAB. CODE § 1198 states that the employment of an employee for longer hours than those
11 fixed by the Industrial Welfare Commission is unlawful.

12 46. CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated
13 damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for
14 payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or
15 by statute.

16 47. At all times relevant hereto, PLAINTIFF worked more than 8 hours in a
17 workday, and/or 40 hours in a workweek, and/or for hours worked on a seventh consecutive
18 workday as an employee of DEFENDANTS.

19 48. At all times relevant hereto, DEFENDANTS failed to pay overtime
20 compensation to PLAINTIFF for the hours she worked in excess of the maximum hours
21 permissible by law as required by Labor Code sections 510, 1194, and 1198.

22 49. DEFENDANTS acted intentionally, oppressively, and maliciously toward
23 PLAINTIFF, with a conscious disregard of his rights, or the consequences to him, with the
24 intent of depriving him of property and legal rights and otherwise causing him injury. By
25 virtue of DEFENDANTS' unlawful failure to pay overtime wages, PLAINTIFF has
26 suffered, and will continue to suffer, damages in the amounts which are presently unknown
27 to him, but which exceed the jurisdictional limits of the court, and which will be
28 ascertained according to proof at trial.

50. PLAINTIFF seeks to recover overtime wages according to proof, interest, as well as the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFF also seeks to recover liquidated damages as provided by CAL. LAB. CODE section 1194.2, and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES

(CAL. LAB. CODE §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs.,
tit. 8, § 11040)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

51. PLAINTIFF repeats and re-alleges paragraphs 1 through 450, inclusive, of this Complaint and they are incorporated herein by this reference.

52. CAL. LAB. CODE §§ 1182.12, 1197, and 1197.1 require employers to pay employees the minimum wage fixed by the California Industrial Welfare Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

53. Compensable work time is defined in Industrial Wage Order No. 4 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” (CAL. CODE REGS., TIT. 8, § 11040(2)(K) [defining “Hours Worked”]).

54. CAL. LAB. CODE § 1194 establishes an employee's right to recover unpaid wage compensation, interest thereon, together with the costs of suit, and attorneys' fees.

55. CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

56. During PLAINTIFF's employment, DEFENDANTS failed to properly pay PLAINTIFF for all hours worked at the legal minimum wage and / or prevailing wage rate.

1 57. DEFENDANTS acted intentionally, oppressively, and maliciously toward
2 PLAINTIFF, with a conscious disregard of his rights, or the consequences to him, with the
3 intent of depriving him of property and legal rights and otherwise causing him injury. By virtue
4 of DEFENDANTS' unlawful failure to pay wages, PLAINTIFF has suffered, and will continue
5 to suffer damages in an amount that is presently unknown to him but which exceeds the
6 jurisdictional limits of the court and which will be ascertained according to proof at trial.

7 58. PLAINTIFF seeks recovery of minimum wages and / or prevailing wages
8 according to proof, interest, and the assessment of all applicable statutory penalties against
9 DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes.
10 PLAINTIFF also seeks to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2,
11 and reasonable attorneys' fees and costs.

12 **THIRD CAUSE OF ACTION**

13 **FOR FAILURE TO PROVIDE MEAL PERIODS**

14 **(CAL. LAB. CODE §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11040)**

15 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

16 59. PLAINTIFF repeats and re-alleges paragraphs 1 through 58, inclusive, of this
17 Complaint and they are incorporated herein by this reference.

18 60. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11040(11)
19 provide that an employee who works more than five (5) hours in a day is entitled to a meal
20 period of at least thirty (30) minutes, and a second meal period of at least thirty (30) minutes if
21 he or she works more than ten (10) hours in a workday.

22 61. CAL. LAB. CODE § 226.7 and CAL. CODE REGS., TIT. 8, § 11040(11) provide that
23 if an employer fails to provide an employee a meal period in accordance with the section, the
24 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
25 compensation for each workday that the meal period is not provided.

26 62. At all times relevant hereto, PLAINTIFF worked more than five (5) hours in a
27 workday for DEFENDANTS.
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1 63. At times relevant hereto, PLAINTIFF worked more than ten (10) hours in a
2 workday for DEFENDANTS.

3 64. DEFENDANTS regularly failed to provide PLAINTIFF with compliant thirty
4 (30) minute meal periods during shifts in excess of five (5) hours and compliant second meal
5 periods of at least thirty (30) minutes during shifts in excess of ten (10) hours. When meal
6 periods were provided, they were provided at incorrect times, were shorter in duration than 30
7 minutes, or were interrupted. DEFENDANTS effectively maintained control over PLAINTIFF
8 during the meal periods that were provided. On each day where a compliant thirty (30) minute
9 meal period was not provided to PLAINTIFF, DEFENDANTS failed to pay PLAINTIFF one
10 additional hour of pay at PLAINTIFF's regular rates of pay.

11 65. DEFENDANTS have intentionally and improperly denied meal periods to
12 PLAINTIFF in violation of CAL. LAB. CODE §§ 226.7 and 512 and CAL. CODE REGS., TIT. 8, §
13 11040(11) and other regulations and statutes.

14 66. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
15 PLAINTIFF, PLAINTIFF has suffered, and will continue to suffer, damages in amounts which
16 are presently unknown to PLAINTIFF, but which damages exceed the jurisdictional limits of
17 the court and which will be ascertained according to proof at trial.

18 67. PLAINTIFF is informed and believes, and based upon that information and
19 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
20 employees. DEFENDANT acted intentionally, oppressively, and maliciously toward
21 PLAINTIFF, with a conscious disregard of his rights, or the consequences to PLAINTIFF, with
22 the intent of depriving PLAINTIFF of property and legal rights and otherwise causing
23 PLAINTIFF injury.

24 68. PLAINTIFF seeks to recover meal-period compensation according to proof,
25 interest, all applicable statutory penalties against DEFENDANT, in a sum as provided by the
26 CAL. LAB. CODE and/or other statutes, and reasonable attorneys' fees and costs.

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FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REST PERIODS

(CAL. LAB. CODE §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11040)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

69. PLAINTIFF repeats and re-alleges paragraphs 1 through 68, inclusive, of this Complaint and they are incorporated herein by this reference.

70. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11040(12)(A) provide that employers shall authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work.

71. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11040(12)(B) provide that if an employer fails to provide an employee with rest periods in accordance with those statutes, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided. The Wage Order provides a separate remedy for violations of meal period requirements and violations of rest period requirements" and section 226.7 allows recovery of up to two premium payments per work day – one for each type of violation. (*United Parcel Service, Inc., v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

72. At all times relevant hereto, PLAINTIFF worked more than four hours in a workday for DEFENDANTS.

73. At all times relevant hereto, DEFENDANTS failed to provide rest periods to PLAINTIFF as required by CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11040(12).

74. DEFENDANTS did not provide PLAINTIFF with a 10-minute net rest period for every four (4) hours or major fraction thereof worked. Where rest periods were provided, they were shorter in duration than 10 minutes, were interrupted, or were not provided every four (4) hours or major fraction thereof worked. DEFENDANTS effectively maintained control over PLAINTIFF, during rest periods that were provided. On each day where compliant ten (10)

1 minute rest periods were not provided to PLAINTIFF, DEFENDANTS failed to pay
2 PLAINTIFF one additional hour of pay at their regular rates of pay.

3 75. DEFENDANTS have intentionally and improperly denied rest periods to
4 PLAINTIFF, in violation of CAL. LAB. CODE §§ 226.7 and 512 and CAL. CODE REGS., TIT. 8, §
5 11040(12).

6 76. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the
7 PLAINTIFF, PLAINTIFF, has suffered, and will continue to suffer, damages in amounts that
8 are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the court
9 and which will be ascertained according to proof at trial.

10 77. PLAINTIFF is informed and believes, and based upon that information and
11 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was entitled
12 to rest periods and purposely elected not to provide rest periods. DEFENDANTS acted
13 intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious disregard of
14 his rights, or the consequences to PLAINTIFF, with the intent of depriving PLAINTIFF of
15 property and legal rights and otherwise causing PLAINTIFF injury.

16 78. PLAINTIFF seeks to recover rest-period compensation according to proof,
17 interest, all applicable statutory penalties against DEFENDANTS, in a sum as provided by the
18 CAL. LAB. CODE and/or other statutes, and reasonable attorneys' fees and costs.

19 **FIFTH CAUSE OF ACTION**
20 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**
21 **MAINTAIN ACCURATE PAYROLL RECORDS**

22 **(CAL. LAB. CODE §§ 226, subd. (a), 1174, subd. (d), & 1198)**

23 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

24 79. PLAINTIFF re-alleges paragraphs 1 through 78, inclusive, of this Complaint
25 and they are incorporated herein by this reference.

26 80. CAL. LAB. CODE § 226(a) requires employers to provide non-exempt employees
27 with detailed and accurate wage statements (*i.e.* "pay stubs"). Specifically, the statute provides:

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1 Every employer shall, semimonthly or at the time of each payment of
2 wages, furnish each of his or her employees, either as a detachable
3 part of the check, draft, or voucher paying the employee's wages, or
4 separately when wages are paid by personal check or cash, an
5 accurate itemized statement in writing showing (1) gross wages
6 earned, (2) total hours worked by the employee, except for any
7 employee whose compensation is solely based on a salary and who is
8 exempt from payment of overtime under subdivision (a) of Section
9 515 or any applicable order of the Industrial Welfare Commission,
10 (3)) the number of piece-rate units earned and any applicable piece
11 rate if the employee is paid on a piece-rate basis, (4) all deductions,
12 provided that all deductions made on written orders of the employee
13 may be aggregated and shown as one item, (5) net wages earned, (6)
14 the inclusive dates of the period for which the employee is paid, (7)
the name of the employee and only the last four digits of his or her
social security number or an employee identification number other
than a social security number, (8) the name and address of the legal
entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly
rate by the employee and, beginning July 1, 2013, if the employer is a
temporary services employer as defined in Section 201.3, the rate of
pay and total hours worked for each temporary services assignment.

15 81. For violations of CAL. LAB. CODE section 226, CAL. LAB. CODE § 226(e)
16 provides that an employee: (a) is entitled to recover the greater of all actual damages or
17 minimum statutory damages of \$50 for the initial pay period in which a violation occurs and
18 \$100 for each subsequent violation, up to a maximum of \$4,000.

19 82. Additionally, CAL. LAB. CODE section 1174(d) provides, "Every person
20 employing labor in this state shall...[k]eep a record showing the names and addresses of all
21 employees employed and the ages of all minors" and "[k]eep, at a central location in the state or
22 at the plants or establishments at which employees are employed, payroll records showing the
23 hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
24 any applicable piece rate paid to, employees employed at the respective plants or
25 establishments...."

26 83. CAL. LAB. CODE section 1174.5 provides that employers are subject to a \$500
27 civil penalty if they fail to maintain accurate and complete records as required by section
28 1174(d).

1 84. DEFENDANTS intentionally and completely failed to furnish to
2 PLAINTIFF, upon the payment of wages, itemized wage statements in conformity with
3 CAL. LAB. CODE section 226.

4 85. PLAINTIFF was damaged by these failures because, among other things, the
5 failures led PLAINTIFF to believe that he was not entitled to be paid for all hours worked
6 even though he was so entitled, and because these failures hindered PLAINTIFF from
7 determining the amounts of wages owed to him.

8 86. PLAINTIFF is also informed and believes, and based upon that information
9 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
10 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a
11 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF's missed
12 meal periods and rest periods.

13 87. PLAINTIFF seeks to recover damages, penalties, and interest under Labor
14 Code sections 226, 1174, and 1198, and reasonable attorneys' fees and costs.

15 **SIXTH CAUSE OF ACTION**
16 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

17 **(CAL. LAB. CODE § 203)**

18 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

19 88. PLAINTIFF re-alleges paragraphs 1 through 87, inclusive, of this Complaint
20 and they are incorporated herein by this reference.

21 89. CAL. LAB. CODE section 201(a) provides that a discharged employee's unpaid
22 wages are due and payable immediately. Under CAL. LAB. CODE section 202(a), when an
23 employee not having a written contract for a definite period is terminated, his or her wages
24 become immediately due and payable.

25 90. CAL. LAB. CODE section 203 (a) provides, "If an employer willfully fails to pay,
26 without abatement or reduction, in accordance with Sections [201 and 202], any wages of an
27 employee who is discharged or who quits, the wages of the employee shall continue as a penalty
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1 from the due date thereof at the same rate until paid or until an action therefore is commenced;
2 but the wages shall not continue for more than 30 days.”

3 91. PLAINTIFF did not have a written contract for definite terms of employment.
4 DEFENDANTS discharged PLAINTIFF from his employment within the applicable statute of
5 limitations. DEFENDANTS willfully failed to pay PLAINTIFF the wages due to him—without
6 abatement or reduction.

7 92. Under CAL. LAB. CODE section 203, PLAINTIFF is entitled to one day’s wages
8 for each day he was not timely paid all wages due, up to a maximum of 30 days’ wages.
9 Because DEFENDANTS failed to pay overtime wages owed, minimum wages owed, meal
10 period wages owed, and rest period wages owed, PLAINTIFF seeks to recover 30 days’ wages,
11 and applicable penalties. PLAINTIFF also seeks reasonable attorneys’ fees and costs.

12 **SEVENTH CAUSE OF ACTION**

13 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

14 **(CAL. LAB. CODE §§ 2800 & 2802)**

15 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

16 93. PLAINTIFF re-alleges paragraphs 1 through 92, inclusive, of this Complaint
17 and they are incorporated herein by this reference.

18 94. CAL. LAB. CODE sections 2800 and 2802 provide that an employer must
19 reimburse employees for all necessary expenditures incurred in an employee’s course and
20 scope of employment.

21 95. PLAINTIFF incurred necessary business-related expenses and costs that were
22 not fully reimbursed by DEFENDANTS.

23 96. Necessary unreimbursed business-related expenses included but were not
24 limited to the use of personal vehicles, personal cell phones, and personal cell phone plans.
25 DEFENDANTS frequently required PLAINTIFF to use his personal vehicle to to run
26 errands and transport supplies between DEFENDANTS’ store and Costa Mesa Wine and
27 Spirits. Additionally, DEFENDANTS required PLAINTIFF to use his personal cell phone
28 and personal cell phone plan for work related communications.

1 97. DEFENDANTS intentionally and willfully failed to fully reimburse
2 PLAINTIFF for necessary business-related expenses and costs in violation of CAL. LAB.
3 CODE sections 2800 and 2802.

4 98. Under CAL. LAB. CODE sections 2800 and 2802, PLAINTIFF seeks to recover
5 her business-related expenses incurred during the course and scope of his employment with
6 DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys'
7 fees and costs.

8 **EIGHTH CAUSE OF ACTION**
9 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

10 **(CAL. LAB. CODE § 558)**

11 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

12 99. PLAINTIFF re-alleges paragraphs 1 through 98, inclusive, of this Complaint
13 and they are incorporated herein by this reference.

14 100. CAL. LAB. CODE section 558, subdivision (a) provides, "Any employer or
15 other person acting on behalf of an employer who violates, or causes to be violated, a
16 section of this chapter or any provision regulating hours and days of work in any order of
17 the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
18 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
19 which the employee was underpaid in addition to an amount sufficient to recover underpaid
20 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an
22 amount sufficient to recover underpaid wages." CAL. LAB. CODE Section 558, subdivision
23 (d) provides, "The civil penalties provided for in this section are in addition to any other
24 civil or criminal penalty provided by law."

25 101. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF by
26 violating various sections of the Labor Code. PLAINTIFF seeks the remedies set forth in
27 CAL. LAB. CODE section 558, and reasonable attorneys' fees and costs.

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1 **NINTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 et seq.)**

4 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

5 102. PLAINTIFF re-alleges paragraphs 1 through 101, inclusive, of this
6 Complaint and they are incorporated herein by this reference.

7 103. Each of the DEFENDANTS is a “person” as that term is defined under
8 Business and Professions Code section 17021.

9 104. Business and Professions Code section 17200 defines unfair competition as
10 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
11 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
12 practices by, among other violations, failing to pay overtime wages to PLAINTIFF, failing
13 to pay minimum wages to PLAINTIFF, failing to provide compliant meal periods to
14 PLAINTIFF, failing to provide compliant rest periods to PLAINTIFF, failing to provide
15 accurate wage statements to PLAINTIFF, failing to provide reimbursement of necessary
16 business expenses to PLAINTIFF, and failing to provide wages due upon termination of
17 employment to PLAINTIFF, under the applicable Cal. Labor Code and Industrial Welfare
18 Commission requirements in violation of Business and Professions Code section 17200 *et*
19 *seq.*, and have thereby deprived PLAINTIFF of fundamental rights and privileges.

20 105. By and through the unfair and unlawful business practices described herein,
21 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
22 and have deprived him of valuable rights and benefits guaranteed by law, all to the
23 detriment of PLAINTIFF.

24 106. All the acts described herein are violations of, among other things, the Labor
25 Code and Industrial Welfare Commission Wage Order 4; are unlawful and in violation of
26 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
27 thereby constitute unfair and unlawful business practices in violation of Business and
28 Professions Code section 17200 *et seq.*

1 107. PLAINTIFF is entitled to and seeks such relief as may be necessary to
2 restore to them the money and property that DEFENDANTS have acquired, or of which
3 PLAINTIFF has been deprived by means of the above-described unfair and unlawful
4 business practices.

5 108. PLAINTIFF is further entitled to seek a declaration that the above-described
6 business practices are unfair and unlawful and that an injunctive relief should be issued
7 restraining DEFENDANTS from engaging in any of the above-described unfair and
8 unlawful business practices in the future.

9 109. PLAINTIFF has no plain, speedy, and/or adequate remedy at law to redress
10 the injuries that she has suffered as a consequence of DEFENDANTS' unfair and unlawful
11 business practices. As a result of the unfair and unlawful business practices described
12 above, PLAINTIFF has suffered and will continue to suffer irreparable harm unless
13 DEFENDANTS are restrained from continuing to engage in these unfair and unlawful
14 business practices. In addition, DEFENDANTS should be required to disgorge the unpaid
15 moneys to PLAINTIFF.

16 **TENTH CAUSE OF ACTION**
17 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

18 **(CAL. LAB. CODE §§ 2698 et seq.)**

19 **(By PLAINTIFF, On His Own Behalf, and As a Private Attorneys General for All**
20 **Aggrieved Employees, and Against All Defendants)**

21 110. PLAINTIFF repeats and re-alleges paragraphs 1 through 109, inclusive, of this
22 Complaint and they are incorporated herein by this reference.

23 111. CAL. LAB. CODE sections 2698-2699, the Private Attorneys General Act of 2004
24 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be
25 assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of
26 its departments, divisions, commissions, boards, agencies or employees for a violation of the
27 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
28 behalf of himself or herself, and other current or former employees.

1 112. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
2 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
3 authorized to exercise the same discretion, subject to the same limitations and conditions, to
4 assess a civil penalty.

5 113. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
6 employees, or misclassified employees, are “aggrieved employees” as defined by Labor Code
7 section 2699 in that they are all current or former employees of DEFENDANTS, and one or
8 more of the alleged violations was committed against them.

9 114. PLAINTIFF asserts all of his claims in this Complaint on his own behalf and on
10 behalf of all aggrieved employees in his capacity as a Private Attorney General and seeks all
11 statutory penalties available under Labor Code sections 2698-2699.

12 115. On January 9, 2025, PLAINTIFF gave written notice by certified mail to
13 DEFENDANTS of the specific code provisions alleged to have been violated, as required by
14 Labor Code section 2699.3. On the same date, PLAINTIFF submitted a “PAGA Claim Notice”
15 to the LWDA through its online portal. PLAINTIFF’s PAGA Notice Letter and LWDA Claim
16 Submissions indicated that he, “...as an aggrieved employee, on his own behalf and on behalf of
17 other aggrieved employees of Rhodium, Inc., Rhodium Smoke and Vape, Eddie Faza, Amer
18 Abdulaziz Gharibe, Rodena Ghareba, and any other affiliated entity (collectively referred to
19 herein as “**RHODIUM**” and/or “Defendants”), intends to avail himself of the protections
20 granted by the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the
21 Act”) (LAB. CODE, § 2698 et seq.).” The statutory waiting period for PLAINTIFF to add these
22 allegations to the Complaint has expired. As a result, pursuant to Labor Code section 2699.3,
23 PLAINTIFF, on behalf of himself and all aggrieved employees, may now commence a
24 representative civil action under Labor Code section 2699 as the proxy of the State of
25 California.

26 116. DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the
27 CAL. LAB. CODE , including, but not limited to, the following:
28

- a. Violations of CAL. LAB. CODE sections 510, 1194, 1194.2, and 1198 for DEFENDANTS' failure to pay overtime compensation and liquidated damages to PLAINTIFF, and other aggrieved employees;
- b. Violations of CAL. LAB. CODE sections 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and California Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to pay minimum wages and liquidated damages to PLAINTIFF, and other aggrieved employees;
- c. Violations of CAL. LAB. CODE sections 226.7, 512, and 516, 1198, and California Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;
- d. Violations of CAL. LAB. CODE sections 226.7, 512, 516, and 1198, and California Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;
- e. Violations of CAL. LAB. CODE sections 226, subdivision (a), 1174, subdivision (d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;
- f. Violations of CAL. LAB. CODE sections 2800 and 2802 for DEFENDANTS' failure to reimburse business expenses to PLAINTIFF, and other aggrieved employees;
- g. Violations of CAL. LAB. CODE sections 201, 202, and 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees;

117. Therefore, PLAINTIFF, on his own behalf and on behalf of all aggrieved employees, can and hereby does seeks recovery of all civil penalties as prescribed by the CAL. LAB. CODE sections and the Private Attorneys General Act of 2004, as the representative of the State of California, for the illegal conduct perpetrated on PLAINTIFF, and all aggrieved employees by DEFENDANTS.

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1 **PRAYER**

2 WHEREFORE, PLAINTIFF, individually, prays for judgment against each
3 Defendant, jointly and severally, as follows:

4 **1. ON THE FIRST CAUSE OF ACTION:**

- 5 (a) For overtime wage compensation and liquidated damages;
6 (b) For an award of interest, including prejudgment interest at the legal rate;
7 and,
8 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

9 **2. ON THE SECOND CAUSE OF ACTION:**

- 10 (a) For minimum wage compensation, split shift premium wage
11 compensation, and liquidated damages;
12 (b) For an award of interest, including prejudgment interest at the legal rate;
13 and,
14 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

15 **3. ON THE THIRD, FOURTH, FIFTH, SIXTH, AND SEVENTH CAUSES OF**
16 **ACTION:**

- 17 (a) For compensatory damages, including lost wages;
18 (b) For an award of interest, including prejudgment interest at the legal rate;
19 and,
20 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

21 **4. ON THE EIGHTH CAUSE OF ACTION:**

- 22 (a) For statutory penalties, interest, costs of suit and attorneys' fees.

23 **5. ON THE NINTH CAUSE OF ACTION:**

- 24 (a) For restitution and disgorgement;
25 (b) For injunctive relief ordering the continuing unfair business acts and
26 practices to cease, or as the Court otherwise deems just and proper; and,
27 (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff that
28 he has not been paid the proper amounts required in accordance with

California law.

6. ON THE TENTH CAUSE OF ACTION:

(a) That the Court declare, adjudge and decree that DEFENDANTS violated the following Labor Code provisions as to PLAINTIFF and/or other aggrieved employees:

1. CAL. LAB. CODE sections 510, 1194, 1194.2, and 1198 for DEFENDANTS' failure to pay overtime compensation and liquidated damages to PLAINTIFF, and other aggrieved employees;
2. CAL. LAB. CODE sections 1182.12, 1194; 1194.2; 1197; 1197.1; and 1198 and California Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to pay minimum wages and liquidated damages to PLAINTIFF, and other aggrieved employees;
3. CAL. LAB. CODE sections 226.7 and 512, 516, 1198, and California Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;
4. CAL. LAB. CODE sections 226.7 and 512, 516, 1198, and California Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;
5. CAL. LAB. CODE sections 226, subdivision (a), 1174, subdivision (d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;

1 6. CAL. LAB. CODE sections 2800 and 2802 for DEFENDANTS'
2 failure to reimburse business expenses to PLAINTIFF and
3 other aggrieved employees;

4 7. CAL. LAB. CODE sections 201, 202, 203 for DEFENDANTS'
5 failure to timely pay wages to PLAINTIFF, and other
6 aggrieved employees,

7 (b) For civil penalties pursuant to CAL. LAB. CODE sections 210, 226.3,
8 256, 558, 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g),
9 for violations of CAL. LAB. CODE sections 201, 202, 203, 226, 226.7,
10 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
11 2800, and 2802;

12 (c) For attorneys' fees and costs pursuant to California Labor Code
13 section 2699, subdivision (g)(1), and any and all other relevant
14 statutes, for Defendant's violations of CAL. LAB. CODE sections 201,
15 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194,
16 1194.2, 1197, 1197.1, 1198, 2800, and 2802;

17 (d) For pre-judgment and post-judgment interest as provided by law; and
18 For such other and further relief as the Court may deem equitable and
19 appropriate.

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