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Attorney for Plaintiff:
WILLIAM SWEENEY, on behalf of himself and
a class of others similarly situated,

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

WILLIAM SWEENEY, on behalf of himself and a
class of others similarly situated,

Plaintiff,

vs.

DOBRIN GROUP, INC. DBA THE TESTING
COMPANY, a California Corporation; ELEVATE
STAFFING INC, a California Corporation; BORIS
DOBRIN, an Individual; VADIM DOBRIN, an
Individual; EDWARD WOOD, an Individual;
JAMES ANDERSON, an Individual; CARINA
FILEK, an Individual; and, DOES 1 THROUGH
50, INCLUSIVE,

Defendants.

CASE NO.: **22STCV34436**

CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF, AND
RESTITUTION:

- 1. FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
- 2. FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**
- 3. FAILURE TO PAY WAGES: MINIMUM WAGES AND/OR OVERTIME;**
- 4. FAILURE TO FURNISH AND KEEP ACCURATE WAGE STATEMENTS AND PAYROLL**
- 5. WAITING TIME PENALTIES**
- 6. VIOLATIONS OF THE UCL**
- 7. PENALTIES UNDER PAGA**

DEMAND FOR JURY TRIAL

1 Plaintiff, WILLIAM SWEENEY, brings this class action on behalf of herself and other similarly
2 situated current and former employees in the State of California (hereinafter collectively referred to as
3 "Class Members") of Defendants DOBRIN GROUP, INC. DBA THE TESTING COMPANY;
4 ELEVATE STAFFING INC.; BORIS DOBRIN; VADIM DOBRIN, EDWARD WOOD; JAMES
5 ANDERSON; CARINA FILEK; and, other as of yet unnamed Defendants, Does 1 through 50, inclusive
6 (collectively, "Defendants"), who are similarly situated, for violations of the California Labor Code.
7 Plaintiff reserves the right to name additional class representatives. Plaintiff and Class Members seek
8 damages, statutory penalties, injunctive relief, attorney's fees, statutory interest and costs of suit.
9

10 I.

11 PARTIES

12
13 1. Plaintiff, WILLIAM SWEENEY, (hereinafter referred to as "PLAINTIFF" or
14 "SWEENEY"), is an individual residing in the County of Los Angeles, State of California. SWEENEY
15 was an employee of Defendants from approximately March 2021 to approximately March 2022 as an
16 hourly paid non-exempt employee.
17

18 2. Members of the plaintiff class are all either currently employed by defendants or they are
19 former employees of defendants. Members of the plaintiff class either reside in or engage in business
20 throughout the State of California. SWEENEY and the plaintiff class may hereinafter sometimes be
21 collectively referred as "Plaintiffs". Plaintiffs were employed by defendants as non-exempt hourly paid
22 employees who rendered actual service for defendants for wages or pay within the period beginning four
23 years prior to the filing of the Complaint to the present.

24 3. Defendant, DOBRIN GROUP, INC. DBA THE TESTING COMPANY., (hereinafter
25 referred to as "THE TESTING COMPANY") is a California corporation authorized to do business and
26 doing business in the State of California.

27 4. At all times relevant to this complaint Defendant THE TESTING COMPANY was an
28 employer in that it exercised control over wages, hours and working conditions of each and every

1 Plaintiff.

2
3 5. Defendant, ELEVATE STAFFING INC, (hereinafter referred to as “ELEVATE
4 STAFFING”) is a California corporation authorized to do business and doing business in the State of
5 California.

6 6. At all times relevant to this complaint Defendant ELEVATE STAFFING was an
7 employer in that it exercised control over wages, hours and working conditions of each and every
8 Plaintiff.

9 7. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
10 herein, Defendant BORIS DOBRIN is an individual resident of California. Plaintiff is further informed
11 and believes that BORIS DOBRIN is an alter ego of the THE TESTING COMPANY and that the
12 Corporate Defendants are the alter ego of BORIS DOBRIN, in that BORIS DOBRIN at all relevant
13 times has completely dominated and controlled the assets, operations, activities, policies, programs,
14 procedures, strategies, and tactics of the Corporate Defendants, has failed to observe important corporate
15 formalities, to such an extent that any adherence to the fiction of the separate existence of BORIS
16 DOBRIN as a person or entity distinct from Corporate Defendants would permit the abuse of a corporate
17 or similar privilege of limited liability, if any, and would promote injustice by allowing the defendants
18 to evade liability or veil assets that should in equity be used to satisfy the judgment sought by Plaintiff.

19 8. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
20 herein, Defendant VADIM DOBRIN is an individual resident of California. Plaintiff is further informed
21 and believes that VADIM DOBRIN is an alter ego of the THE TESTING COMPANY and that the
22 Corporate Defendants are the alter ego of VADIM DOBRIN, in that VADIM DOBRIN at all relevant
23 times has completely dominated and controlled the assets, operations, activities, policies, programs,
24 procedures, strategies, and tactics of the Corporate Defendants, has failed to observe important corporate
25 formalities, to such an extent that any adherence to the fiction of the separate existence of BORIS
26 DOBRIN as a person or entity distinct from Corporate Defendants would permit the abuse of a corporate
27 or similar privilege of limited liability, if any, and would promote injustice by allowing the defendants
28 to evade liability or veil assets that should in equity be used to satisfy the judgment sought by Plaintiff.

1 9. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
2 herein, Defendant EDWARD WOOD is an individual resident of California. Plaintiff is further
3 informed and believes that EDWARD WOOD is an alter ego of ELEVATE STAFFING and that
4 ELEVATE STAFFING is the alter ego of EDWARD WOOD, in that EDWARD WOOD at all relevant
5 times has completely dominated and controlled the assets, operations, activities, policies, programs,
6 procedures, strategies, and tactics of the Corporate Defendants, has failed to observe important corporate
7 formalities, to such an extent that any adherence to the fiction of the separate existence of EDWARD
8 WOOD as a person or entity distinct from Corporate Defendants would permit the abuse of a corporate
9 or similar privilege of limited liability, if any, and would promote injustice by allowing the defendants
10 to evade liability or veil assets that should in equity be used to satisfy the judgment sought by Plaintiff.

11 10. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
12 herein, Defendant JAMES ANDERSON is an individual resident of California. Plaintiff is further
13 informed and believes that JAMES ANDERSON is an alter ego of ELEVATE STAFFING and that
14 ELEVATE STAFFING is the alter ego JAMES ANDERSON, in that JAMES ANDERSON at all
15 relevant times has completely dominated and controlled the assets, operations, activities, policies,
16 programs, procedures, strategies, and tactics of the Corporate Defendants, has failed to observe
17 important corporate formalities, to such an extent that any adherence to the fiction of the separate
18 existence of JAMES ANDERSON as a person or entity distinct from Corporate Defendants would
19 permit the abuse of a corporate or similar privilege of limited liability, if any, and would promote
20 injustice by allowing the defendants to evade liability or veil assets that should in equity be used to
21 satisfy the judgment sought by Plaintiff.

22 11. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
23 herein, Defendant CARINA FILEK is an individual resident of California. Plaintiff is further informed
24 and believes that CARINA FILEK is an alter ego of ELEVATE STAFFING and that ELEVATE
25 STAFFING is the alter ego of CARINA FILEK, in that CARINA FILEK at all relevant times has
26 completely dominated and controlled the assets, operations, activities, policies, programs, procedures,
27 strategies, and tactics of the Corporate Defendants, has failed to observe important corporate formalities,
28

1 to such an extent that any adherence to the fiction of the separate existence of CARINA FILEK as a
2 person or entity distinct from Corporate Defendants would permit the abuse of a corporate or similar
3 privilege of limited liability, if any, and would promote injustice by allowing the defendants to evade
4 liability or veil assets that should in equity be used to satisfy the judgment sought by Plaintiff.

5 12. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES
6 1 through 50, inclusive, and therefore sue these defendants by such fictitious names and capacities.
7 Plaintiff will amend this Complaint to show their true names and capacities when they have been
8 ascertained. Plaintiff is informed and believes and thereon alleges that at all times relevant, Defendants,
9 and each of these fictitiously named DOE defendants either owned, controlled, or managed the business
10 for which Plaintiff and the class members worked and/or who directly or indirectly exercised operational
11 control over the wages, hours, and working conditions of Plaintiff. These DOES held ownership, officer,
12 director and/or executive positions with the named Defendants, and acted on behalf of the named
13 Defendants, which included decision-making responsibility for, and establishment of, unlawful payroll
14 practices and policies for Defendants which have damaged Plaintiffs. Therefore, DOES 1 through 50,
15 in addition to the named these DOES were an integrated part of a scheme to deny their employees lawful
16 meal breaks, rest breaks, and applicable provisions of the California Labor Code. Defendants are
17 “employers” as a matter of law and personally liable on the causes of action alleged herein.

18 13. Plaintiff is informed and believes, and on that basis alleges, that Defendants DOES 1
19 through 50 are, and at all times relevant hereto were, persons, corporations or other business entities
20 organized and existing under and by virtue of the laws of the State of California, and are/were qualified
21 to transact and conduct business in the State of California, and did transact and conduct business in the
22 State of California, and are thus subject to the jurisdiction of the State of California. Specifically, DOES
23 1 through 25 maintain offices, operate businesses, employ persons, conducts business in, and illegally
24 pay employees by illegal payroll practices and policies in the State of California.

25 14. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously
26 named defendants aided and assisted the named defendants in committing the wrongful acts alleged
27 herein, and that Plaintiffs’ damages were proximately caused by each defendant.
28

15. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, one or more of each named and/or DOE defendant(s) was in some fashion, by contract or otherwise, the successors, assigns, joint venturers, co-venturers or partners of one or more of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting within that capacity.

16. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, one or more of each unnamed defendant(s) was in some fashion, by contract or otherwise, the assured, insured, indemnitor, guarantor of one or more of the remaining named and/or unnamed defendant(s) for the acts alleged herein and was acting within that capacity.

17. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, one or more of each named and/or unnamed defendant(s) was the alter-ego of one or more of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting for their own benefit and/or the benefit of one or more of the remaining named and/or unnamed defendant(s)

18. Defendant DOBRIN GROUP, INC. DBA THE TESTING COMPANY; ELEVATE STAFFING INC.; BORIS DOBRIN; VADIM DOBRIN, EDWARD WOOD; JAMES ANDERSON; CARINA FILEK, and DOES 1 through 50 are hereinafter referred to as "Defendants"

II.

CLASS ACTION ALLEGATIONS

19. This action is brought and may properly be maintained as a class action pursuant to the provisions of Code of Civil Procedure section 382.

20. During all, or a portion, of the Class Period, Plaintiff and each member of the Plaintiff Class were employed by Defendants and each of them, in the State of California.

21. Plaintiff and each Plaintiff Class member were non-exempt employees covered under one or more Industrial Welfare Commission (IWC) Wage Orders, including 1-2001 ("Wage Orders"), and/or other applicable wage orders, regulations and statutes, and each Plaintiff Class member was not subject to an exemption for executive, administrative, professional employees, or any other exemption, which imposed an obligation on the part of the Defendants to provide statutory meal periods, rest breaks

1 and accurate itemized wage statements.

2
3 22. During the class period, Defendants, and each of them, required the Plaintiff and Plaintiff
4 class members to work without taking statutory off-duty meal periods and failed to pay putative class
5 members an hour's pay in lieu thereof.

6 23. During the class period, Defendants, and each of them, required the Plaintiff and Plaintiff
7 class members to work without taking statutory off-duty rest periods and failed to pay putative class
8 members an hour's pay in lieu thereof

9 24. During the class period, the Defendants, and each of them, failed to provide accurate,
10 itemized wage statements to Plaintiff and members of the Plaintiff Class

11 25. During the class period, the Defendants, and each of them, failed to pay all wages owed
12 to terminated members of the Plaintiff Class.

13 26. Plaintiff reserves the right under Rule 1855(b), California Rules of Court, to amend or
14 modify the class description with greater specificity or further division into subclasses or limitation to
15 particular issues.

16
17 27. Pursuant to section 382 of the Code of Civil Procedure, this action qualifies as a class
18 action because there is a well-defined community of interest in the litigation and the proposed Class is
19 easily ascertainable.

20 28. The class which Plaintiff seeks to represent is composed of and defined as follows:

21 **Plaintiff's "Meal Break Subclass":**

22 All Defendants' hourly paid non-exempt employees who were employed in California, from the
23 period of 4 years prior to the commencement of this action until the date of trial, were not
24 provided a lawful meal breaks when working at least 5 hours per day.

25 **Plaintiff's "Rest Break Subclass":**

26
27 All Defendants' hourly paid non-exempt employees who were employed in California, from the
28 period of 4 years prior to the commencement of this action until the date of trial, were not

provided a lawful rest breaks when working at least 3.5 hours per day.

Plaintiff's "Unpaid Wages Subclass":

All Defendants' hourly paid non-exempt employees who were employed in California, from the period of 4 years prior to the commencement of this action until the date of trial, were not paid all wages, including minimum wage and overtime since Defendants deducted hours worked for meal breaks, even though, a lawful meal break was not provided and/or who were not paid a split shift premium.

Plaintiff's "Waiting Time Subclass":

All Defendants' hourly paid non-exempt employees who were employed in California, from the period of 4 years prior to the commencement of this action until the date of trial, separated from their employment from Defendants by way of voluntary or involuntary discharge, and to whom the Defendants knowingly failed to timely pay all wages due to said employees.

Plaintiff's "Itemized Statement Subclass":

All Defendants' hourly paid non-exempt employees who were employed in California, from the period of 4 years prior to the commencement of this action until the date of trial, to whom Defendants knowingly and intentionally failed to provide accurate itemized wage statements showing the proper legal entity as well as all wages for missed meal breaks, rest breaks and unpaid wages since Defendants deduced hours worked for meal breaks, even though, a lawful meal break was not provided and/or who were not paid a split shift premium.

29. Numerosity. (Code Civ. Proc., § 382.) The Class is so numerous (on information and belief, in excess of 75 members) that the individual joinder of all its members is impracticable and the disposition of their claims in a class action rather than in individual actions will benefit the parties and the Court.

30. Existence and Predominance of Common Questions of Common or General Interest (Code Civ. Proc., § 382.) Questions of fact and law of common and general interest to the Class exists as to all members of the Class and predominate over any questions affecting only individual members

1 of the Class.

2
3 31. Among the common questions of fact as the Class are the following:

4 a. Whether Defendants violate Labor Code sections 226.7, 512 and applicable Wage Orders
5 by not providing the Class Members meal periods for shifts greater than five (5) hours by failing
6 to make a meal breaks available, relieve employees of all duty, relinquish control over their
7 activities and permit a reasonable opportunity to take an uninterrupted 30-minute break and not
8 paying them an additional hour's of pay in lieu thereof?

9 b. Whether Defendants violate Labor Code sections 226.7, 512 and applicable Wage Orders
10 by not providing the Class Members rest periods for shifts greater than three and a half (3.5)
11 hours by failing to make a rest breaks available, relieve employees of all duty, relinquish control
12 over their activities and permit a reasonable opportunity to take an uninterrupted 10-minute break
13 and not paying them an additional hour's of pay in lieu thereof?

14 c. Whether Defendants implemented and engaged in a systematic business practice of failing
15 to pay wages according to California law for all hours worked or whether Defendants
16 automatically deducted 30 minutes or more from each class members daily hours worked and/or
17 who were not paid a split shift premium;

18 d. Whether Defendants paid wages due to quitting and terminated employees, including
19 Plaintiff.

20 e. Whether Defendants' failure to provide Plaintiff and Class Members accurate itemized
21 statements violates the California Labor Code and applicable Industrial Wage Commission
22 Wage Order.

23 f. Whether Defendants acted unlawfully, unfairly, and or fraudulently (as those terms are used
24 in the Unfair Competition Law) toward the class;

25 g. What is the amount of restitution owed by the Defendants attributable to their violation of
26 the Unfair Competition Law by failure to pay missed meal break compensation, rest break
27 compensation, and unpaid wages due to Defendants' practice of deducting 30 minutes or more
28

1 from each class members daily hours worked for meal breaks not taken;

2 h. What is the extent of liability of each Defendant, including DOE defendants, to each
3 Plaintiff Class and Sub-Class member

4 i. The nature of the equitable relief to which the Class members are entitled.

5 j. Is injunctive relief appropriate to ensure Defendants' compliance with the requirements of
6 the Labor Code with respect to members of the Class who are still currently employed by
7 Defendants?
8

9 32. Typicality of claims. Plaintiff's claims are typical of the claims of the members of the
10 class because, on information and belief, Plaintiff and all class members were compensated by
11 Defendants using the same pay companies, programs, processes and procedures based on the same
12 terms.

13 33. Adequacy of Representation. Plaintiff will fairly and adequately protect the interests of
14 the Class Members and has no interests adverse to those of the Class Members. Plaintiff has retained
15 qualified counsel experienced in class action practice.
16

17 34. Superiority. A class action is superior to other available means for fair and efficient
18 adjudication of the claims of the Class and would be beneficial for the parties and the Court. Class action
19 treatment will allow a large number of similarly situated persons to prosecute their common claims in a
20 single forum, simultaneously, efficiently, and without the necessary duplication of effort and expense
21 that numerous individual actions would require. The damages suffered by each Class member are
22 relatively small in the context of a class action analysis, and the expense and burden of individual
23 litigation would make it extremely difficult or impossible for the individual Class members to seek and
24 obtain individual relief. A class action will serve an important public interest by permitting such
25 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents
26 the potential for inconsistent or contradictory judgments raised by individual litigation.
27
28

III.
CAUSES OF ACTION
FIRST CAUSE OF ACTION
(FAILURE TO PROVIDE MEAL PERIOD BREAKS
Plaintiff Against All Defendants and DOES 1 through 50 Inclusive)

35. Plaintiff realleges and incorporates by reference each and every allegation of paragraphs 1 through 35 as if fully set forth herein.

36. Labor Code sections 226.7, 512, and the IWC Wage Orders, ¶12(B) requires defendants to provide employees all meal and rest periods specified in the applicable Wage Orders. These laws and regulations further entitle employees to be paid one additional hour of pay per day at their regular rate of compensation for each day of denied rest period and/or meal period during the relevant statutory period.

37. The Wage Orders further provide that “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period maybe waived by mutual consent of the employer and employee... An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived... Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to.”

38. At all times during Plaintiff’s employment with Defendant, Plaintiff was not provided an off-duty meal break when he worked at least five hours in a workday. Plaintiff was not relived of all duties during his work day and instead remained on-duty throughout her shift. On many occasions, Plaintiff was also provided untimely on-duty meal breaks. Also, Plaintiff was not provided a second

1 meal break when he worked in excess of 10 hours per day.

2
3 39. At all times during Plaintiff's employment with Defendant, Defendants did not
4 compensate Plaintiff one additional hour of pay at Plaintiff's regular rate of pay for each day a lawful
5 off-duty meal break was not provided.

6 40. Plaintiff is entitled to recover one additional hour of pay at his regular rate of
7 compensation with Defendants for each work day that a lawful off-duty meal period was not provided.

8 41. Pursuant to Labor Code section 558.1, the Individual Defendants, who are owners,
9 directors, officers, or managing agents of the Corporate Defendants, may be held liable as the employer
10 for such violation since Plaintiff is informed and believes and on that basis alleges that Individual
11 Defendants are acting on behalf of the Corporate Defendants and caused the labor codes alleged in this
12 cause of action to be violated.

13 **SECOND CAUSE OF ACTION**

14 **(COMPENSATION FOR REQUIRED REST PERIODS NOT PROVIDED –**
15 **Plaintiff Against All Defendants and DOES 1 through 50 Inclusive)**

16 42. Plaintiff realleges and incorporates by reference each and every allegation of paragraphs
17 1 through 42 as if fully set forth herein.

18 43. The California Industrial Welfare Commission Wage Orders requires that employers
19 permit nonexempt employees to take a rest period that must, insofar as practicable, be taken in the middle
20 of each work period. The rest period is based on the total hours worked daily and must be at the
21 minimum rate of a net ten consecutive minutes for each four hour work period, or major fraction thereof.

22 44. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee a rest
23 period in accordance with an applicable IWC Order, the employer shall pay the employee one additional
24 hour of pay at the employee's regular rate of pay for each workday that the rest period is not provided.

25 45. The provisions of IWC Orders state that the rest period is defined as a "net" ten minutes,
26 which means that the rest period begins when the employee reaches an area away from the work area
27 that is appropriate for rest. Furthermore, employers are required to provide suitable resting facilities
28 that shall be available for employees during working hours in an area separate from the toilet rooms.

1 46. At all times during Plaintiff's employment with Defendant, Plaintiff was not permitted
2 to take lawful ten minute rest breaks when he worked at least 3.5 hours in a workday. On many
3 occasions, Plaintiff was also not provided timely rest breaks. Also, Plaintiff was not provided a third
4 rest break when he worked in excess of 10 hours per day.

5 47. At all times during Plaintiff's employment with Defendant, Defendants did not
6 compensate Plaintiff one additional hour of pay at Plaintiff's regular rate of pay for each day a lawful
7 rest break was not provided.

8 48. Pursuant to California Labor Code section 226.7, Plaintiff is entitled to recover one
9 additional hour of pay at his regular rate of compensation with Defendants for each day that the rest
10 periods were not provided.

11 49. Pursuant to Labor Code section 558.1, the Individual Defendants, who are owners,
12 directors, officers, or managing agents of the Corporate Defendants, may be held liable as the employer
13 for such violation since Plaintiff is informed and believes and on that basis alleges that Individual
14 Defendants are acting on behalf of the Corporate Defendants and caused the labor codes alleged in this
15 cause of action to be violated.

16
17 **THIRD CAUSE OF ACTION**
18 **(FAILURE TO PAY WAGES –**

19 **Plaintiff Against All Defendants and DOES 1 through 50 Inclusive)**

20 50. Plaintiff realleges and incorporates by reference each and every allegation of paragraphs
21 1 through 49 as if fully set forth herein.

22 51. During Plaintiff's employment with Defendant, Defendant required Plaintiff and
23 members of the class to work split shifts.

24 52. In addition, Plaintiff is informed and believes that, Defendants deducted hours from
25 Plaintiff's pay for meal breaks even though, Plaintiff was not provided with lawful meal breaks.

26 53. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that
27 the minimum wage to be paid to employees, including hours worked during a meal break and during a
28 split shift, and that payment of a lesser wage than the minimum so fixed is unlawful.

1 54. At all relevant times, California law requires an employer, such as Defendants, to pay
2 overtime compensation to all non-exempt employees. Plaintiff and the other class members do not
3 presently qualify, and have not at any time during the class period qualified, under any exemption from
4 the requirement that their employer pay overtime compensation under California law. Therefore,
5 Plaintiff and the other class members are entitled to be paid overtime compensation for all overtime
6 hours worked, including hours worked during a meal break and as a result of working a split shift
7 premium.

8 55. Pursuant to the above referenced violations Plaintiff and the other class members are
9 entitled to recover the unpaid balance of their overtime compensation, minimum wage compensation as
10 well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages
11 unlawfully unpaid and interest thereto.

12 56. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members
13 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
14 interest thereon

15 57. Pursuant to Labor Code section 558.1, the Individual Defendants, who are owners,
16 directors, officers, or managing agents of the Corporate Defendants, may be held liable as the employer
17 for such violation since Plaintiff is informed and believes and on that basis alleges that Individual
18 Defendants are acting on behalf of the Corporate Defendants and caused the labor codes alleged in this
19 cause of action to be violated.

20
21 **FOURTH CAUSE OF ACTION**

22 **(FOR VIOLATION OF LABOR CODE § 226 –**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

24 **Plaintiff Against All Defendants and DOES 1 through 50 Inclusive)**

25 58. Plaintiff realleges and incorporates by reference each and every allegation of paragraphs
26 1 through 57 as if fully set forth herein

27 59. Throughout Plaintiff's and the class members' employment, Defendants failed to provide
28 them with itemized wage statements that properly and accurately itemized the number of hours worked

1 by Plaintiff and the class member at the effective regular rates of pay and wages for missed meal and
2 rest breaks.

3
4 60. Defendants and each of them, knowingly and intentionally failed to comply with Labor
5 Code Section 226, causing damages to the Plaintiff and the class members. These damages, including
6 but not limited to costs expended calculating the true hours worked and the amount of employment taxes
7 which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
8 the Plaintiff and the class members elect to recover liquidated damages of \$50.00 for the initial pay
9 period in which the violation occurred, and \$100.00 for each violation in subsequent pay periods
10 pursuant to the Labor Code Section 226, in an amount according to proof at the time of trial, plus
11 reasonable attorney's fees and costs pursuant to Labor Code Section 226(g).

12 61. Pursuant to Labor Code section 558.1, the Individual Defendants, who are owners,
13 directors, officers, or managing agents of the Corporate Defendants, may be held liable as the employer
14 for such violation since Plaintiff is informed and believes and on that basis alleges that Individual
15 Defendants are acting on behalf of the Corporate Defendants and caused the labor codes alleged in this
16 cause of action to be violated.

17 **FIFTH CAUSE OF ACTION**
18 **(WAITING TIME PENALTIES**

19 **Plaintiff Against All Defendants and DOES 1 through 50 Inclusive)**

20 62. Plaintiff realleges and incorporates by reference each and every allegation of paragraphs
21 1 through 61 as if fully set forth herein.

22 63. During the relevant time period, many Class members were employed by and thereafter
23 terminated by or resigned from their positions with Defendants. Defendants, however, willfully failed
24 to pay such Class members all wages owed them (including rest period premiums) and failed to pay
25 Plaintiffs within the time limits set forth in California Labor Code sections 201 and 202.

26 64. Under Labor Code sections 201, 202, and 203, those Class members who no longer work
27 for Defendants are entitled to waiting time penalties for Defendants' willful failure to timely pay all
28 wages owed upon separation of their employment.

1 practices as enumerated herein.

2
3 71. Pursuant to Business & Professions Code Section 17203, injunctive relief is necessary to
4 prevent Defendants from continuing to engage in the unfair business practices as alleged herein. Plaintiff
5 is informed and believes that Defendants, and persons acting in concert with them, have committed and
6 will continue to commit the above unlawful acts unless restrained or enjoined by this Court. Unless the
7 relief prayed for below is granted, a multiplicity of actions will result. Plaintiff and the class members
8 have no plain, speedy, or adequate remedy at law, in that pecuniary compensation would not afford
9 adequate and complete relief. The above-described acts will cause great and irreparable damage to
10 Plaintiff and the class members unless Defendants are restrained from committing further illegal acts.

11 **SEVENTH CAUSE OF ACTION**

12 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004: LABOR CODE SEC. 2698**

13 **Plaintiff and Class members Against All Defendants and DOES 1 through 25 Inclusive)**

14 72. Plaintiff realleges and incorporates by reference each and every allegation of paragraphs
15 1 through 73 as if fully set forth herein.

16 73. During the period beginning one year period preceding the filing of the Complaint in this
17 action (the “Civil Penalty Period”), Defendants violated, including but not limited, to Labor Code §§
18 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197.

19 74. Labor Code §2699(a) and (g) authorize an aggrieved employee, on behalf of himself and
20 other current and former employees, to bring a civil action to recover civil penalties pursuant to the
21 procedures specified in Labor Code §2699.3.

22 75. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
23 §2699.3. On or about June 23, 2022, Plaintiff gave written notice to the Labor and Workforce
24 Development Agency (“LWDA”) and to Defendants of the specified provisions of the Labor Code
25 alleged to have been violated and anticipates that the LWDA will elect not to investigate.

26 76. Pursuant to Labor Code §2699(a) and (f), Plaintiff and the Class he seeks to represent are
27 entitled to recover civil penalties for Defendants’ violations of the specified Labor Code sections during
28 the Civil Penalty Period in the amount of one hundred dollars (\$100) for each employee per pay period

1 for the initial violation and two hundred dollars (\$200) for each employee

2
3 **IV.**

4 **PRAYER**

5 WHEREFORE, Plaintiff and the class members respectfully pray that this Court enter judgment
6 in their favor and against Defendants, and each of them, as follows:

- 7 A. An order certifying that Plaintiffs may pursue their claims against Defendants as
8 a class action on behalf of the Class Members;
- 9 B. An order appointing Plaintiffs as Class representatives and appointing Plaintiffs'
10 counsel as class counsel;
- 11 C. Penalties for inaccurate wage statements under Labor Code §226(e);
- 12 D. Damages for unpaid wages under Labor Code §§201 or 202;
- 13 E. Damages for unpaid penalty wages under Labor Code §203;
- 14 F. Damages for unpaid wages for missed meal periods under Labor Code §226.7;
- 15 G. Damages for unpaid wages for missed rest periods under Labor Code §226.7;
- 16 H. Damages for minimum wages;
- 17 I. Damages for premium wages;
- 18 J. Liquidated damages for unpaid minimum wages;
- 19 K. Damages for unpaid overtime wages under Labor Code §1194;
- 20 L. Restitution under Business and Professions Code §17203;
- 21 M. Pre-judgment interest;
- 22 N. Costs;
- 23 O. Reasonable attorney's fees;
- 24 P. For all penalties provided by Labor Code §2699(a)-(f);
- 25 Q. For equitable relief in the nature of declaratory relief, restitution of all monies due
26 to Plaintiffs and Class Members, disgorgement of profits from unlawful business
27 practices of Defendants, and an accounting;
- 28

1 R. A preliminary and permanent injunction ordering Defendants to cease the
2 unlawful and unfair business practices as alleged above;

3 S. An order to Defendants to disgorge and make restitution of and restore all ill-
4 gotten gains attributable to these acts and practices to Plaintiff and the class members
5 harmed by Defendants' conduct, in an amount to be proven at trial;

6 T. An award of such other and further legal and equitable relief as this Court deems
7 necessary, just and proper.
8

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs hereby demand a jury trial as provided by § 631 of the California Code of Civil
11 Procedure.

12 Dated: October 27, 2022

LAW OFFICES OF MORRIS NAZARIAN

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14 *Morris Nazarian*
15 _____
16 Morris Nazarian, Esq.
17 Attorney for Plaintiff
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