

Electronically FILED by Superior Court of California, County of Los Angeles on 07/22/2022 04:16 PM Sherri R. Carter, Executive Officer/Clerk of Court, by G. Carini, Deputy Clerk

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*Attorneys for Plaintiff and the Putative Class***SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**

PATRICIA MICHEL, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

M&M THRIFT MANAGEMENT
COMPANY, LLC, a limited liability
company; COMMUNITY THRIFT STORE,
LLC, a limited liability company; VALLEY
THRIFT STORE, LLC, a limited liability
company; JOSEPH MARK ELLISON, an
individual; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: **22STCV23755****CLASS ACTION COMPLAINT**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Unfair and Unlawful Business Practices

DEMAND FOR JURY TRIAL

INTRODUCTION

Plaintiff Patricia Michel ("Plaintiff") brings this class action against her employers M&M Thrift Management Company, LLC, Community Thrift Store, LLC, Valley Thrift Store, LLC, and Joseph Mark Ellison (collectively, "Defendants"), in order to hold Defendants accountable for their violations of California wage-and-hour laws. Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

1. At all times relevant herein, Defendants have implemented common policies and practices that have resulted in systematic violations of California's wage-and-hour laws with respect to their low-wage non-exempt employees working at several of their thrift stores.

2. Defendants maximize profits by cutting labor costs, grossly understaffing their job sites, denying meal and rest breaks, failing to pay overtime wages at the regular rate of pay based upon nondiscretionary commission payments, and cheating their employees out of wages and premiums.

3. For example, in order to minimize labor costs, Defendants have implemented unlawful written policies with respect to meal and rest breaks. Defendants also require their non-exempt employees, who are informed that customer service is the top priority, to work through meal and rest breaks. Moreover, when Plaintiff and other Class members attempt to take their meal and rest breaks, Plaintiff and other Class members are regularly interrupted and unable to complete their full meal and rest breaks after the interruptions. As a result, Plaintiff and other Class members have been denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

4. Defendants have uniformly failed to pay Plaintiff and other Class members proper overtime wages due to the fact that they unlawfully rounded time worked and improperly calculated the regular rate of pay for Plaintiff the Class members.

5. Moreover, Defendants issued Plaintiff and the other Class members noncompliant wage statements. For example, the tear apart portion of the wage statements fails to include

1 Defendants' legal address, and do not include the available amounts of supplemental Covid-19 sick
2 leave for Plaintiff and the other Class members.

3 6. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
4 herself, and the proposed Class, during the applicable statute of limitations period, to compensate
5 them for the wages Defendants have stolen from them and to protect current and future workers
6 from being subjected to similar unlawful working conditions perpetrated by Defendants.

7 **JURISDICTION AND VENUE**

8 7. The Superior Court of the State of California has jurisdiction in this matter because
9 Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and residents
10 of, and/or regularly conduct business in, the State of California. No federal question is at issue
11 because Plaintiff's claims are based solely on California law.

12 8. Venue is proper in this judicial district and the County of Los Angeles because
13 Plaintiff and other Class members performed work for Defendants in the County of Los Angeles
14 and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the
15 County of Los Angeles.

16 **THE PARTIES**

17 9. Plaintiff is a resident and citizen of the State of California and a current employee of
18 Defendants. Plaintiff has worked as a Floor Person for Defendants during the statute of limitations
19 period at their thrift store located at 19720 Arrow Highway, Covina, CA 91724. Covina is a city
20 located in Los Angeles County.

21 10. Defendants conduct business as retail stores, specifically, discount thrift stores,
22 which sell clothing, shoes, accessories, furniture, kitchenware, and other household goods. Plaintiff
23 and other Class members worked at Defendants' retail stores located in Covina, Azusa, Escondido,
24 and Van Nuys, California.

25 11. At all relevant times herein, Defendants have been the joint employers of Plaintiff
26 and other Class members, as well as the alter egos, divisions, affiliates, integrated enterprises,
27 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
28 venturers, and/or guarantors, actual or ostensible, of each other. All Defendants are jointly and

1 severally liable for the unlawful conduct alleged herein.

2 12. On information and belief, M&M Thrift Management Company, LLC is, and at all
3 times relevant herein was, a limited liability company organized and existing under the laws of
4 Delaware, with its headquarters and principal place of business located at 176 W. Main Street,
5 Ventura, CA 93001.

6 13. On information and belief, Community Thrift Store, LLC is, and at all times relevant
7 herein was, a limited liability company organized and existing under the laws of Delaware, with its
8 headquarters and principal place of business located at 176 W. Main Street, Ventura, CA 93001.

9 14. On information and belief, Valley Thrift Store, LLC is, and at all times relevant
10 herein was, a limited liability company organized and existing under the laws of Delaware, with its
11 headquarters and principal place of business located at 176 W. Main Street, Ventura, CA 93001.

12 15. On information and belief, Joseph Mark Ellison is, and at all times material herein
13 was, a male resident and citizen of the State of California, and has been the Owner, Chief Executive
14 Officer, and President of M&M Thrift Management Company, LLC, Community Thrift Store, LLC,
15 Valley Thrift Store, LLC (collectively, the "Entity Defendants"). Joseph Mark Ellison is jointly and
16 severally liable with the Entity Defendants for the laws alleged to have been violated herein,
17 including, *inter alia*, violations of the California Labor Code, the California Business and
18 Professions Code, and the applicable Industrial Welfare Commission ("IWC") wage orders.

19 16. Joseph Mark Ellison directly or indirectly employed or exercised control over the
20 wages, hours, and working conditions of Plaintiff and Class members, and Joseph Mark Ellison
21 advised the Entity Defendants to implement the policies and practices that have caused the violations
22 of California wage-and-hour laws as alleged herein.

23 17. On information and belief, and at all material times, Joseph Mark Ellison acted
24 directly or indirectly in the interest of the Entity Defendants in relation to Plaintiff and Class
25 members as a managing agent. Joseph Mark Ellison makes enterprise-wide decisions, directs and
26 oversees, and has the authority to direct and oversee, the operations, pay rates and raises, practices,
27 payroll, terms and conditions of employment, payroll hiring and firing, discipline, assignments of
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1 employees, and schedules, for Plaintiff and other Class members working at all of Defendants'
2 California retail stores.

3 18. On information and belief, and at all material times, the Entity Defendants have been
4 the alter ego of Joseph Mark Ellison. On further information and belief, the factors supporting the
5 alter ego status of the Entity Defendants include but are not limited to the following: Joseph Mark
6 Ellison owns or controls a majority of the shares of the Entity Defendants such that there is unity of
7 interests between Joseph Mark Ellison and the Entity Defendants; Joseph Mark Ellison dictates the
8 day-to-day business of the Entity Defendants and he controls the implementation of company
9 policies and procedures of the Entity Defendants; Joseph Mark Ellison improperly disregards the
10 separate corporate form of the Entity Defendants, treats the assets of Entity Defendants as his own,
11 and commingles assets with the Entity Defendants; and the Entity Defendants are undercapitalized,
12 such that it would be inequitable to hold only the Entity Defendants liable for the acts and omissions
13 described herein.

14 19. Moreover, with respect to Joseph Mark Ellison, individual employers are personally
15 liable for violations of "any provision regulating minimum wages or hours and days of work in any
16 order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
17 226.7, 1193.6, 1194, or 2802..." Cal. Lab. Code § 558.1. Joseph Mark Ellison is a "natural person
18 who is an owner, director, officer, or managing agent" of the Entity Defendants within the meaning
19 of Cal. Lab. Code § 558.1. Further, "[a]ny employer or other person acting either individually or as
20 an officer, agent, or employee of another person, who pays or causes to be paid to any employee a
21 wage less than the minimum fixed by an applicable state or local law, or by an order of the
22 commission shall be subject to a civil penalty...and any applicable penalties imposed pursuant to
23 Section 203..." Cal. Lab. Code § 1197.1. Thus, Joseph Mark Ellison may be held personally liable
24 for the violations of sections 226.7 and 1194 of the California Labor Code, as alleged herein.

25 20. At all relevant times herein, Defendants were the alter egos, divisions, affiliates,
26 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
27 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of
28 each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each

1 was the alter ego of the other. Moreover, at all material times there has been extensive interrelation
2 of operations, common management, centralized control of labor relations with respect to Plaintiff
3 and other Class members, and common ownership or financial control between all Defendants.

4 21. The true names and capacities of Does 1 through 10, inclusive, are unknown to
5 Plaintiff at this time, and Plaintiff therefore sues such Doe defendants under fictitious names. Upon
6 information and belief, each Defendant designated as a Doe is in some manner highly responsible
7 for the occurrences alleged herein, and Plaintiff and Class members' injuries and damages, as
8 alleged herein, were proximately caused by the conduct of such Doe defendants. Plaintiff will seek
9 leave of the Court to amend this Complaint to allege the true names and capacities of such Doe
10 defendants when ascertained.

11 22. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
12 Class members have suffered, and continue to suffer, from loss of earnings in amounts as yet
13 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

14 **CLASS ACTION ALLEGATIONS**

15 23. Plaintiff brings this class action pursuant to Cal. Code of Civ. P. § 382 on behalf
16 herself and all members of the following Class:

17 All non-exempt employees of Defendants who are California citizens and who performed
18 work for Defendants in California during the time period beginning four years prior to the
filing of this Complaint to the present.

19 24. Plaintiff reserves the right to name additional Class representatives as may be
20 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of the
21 proposed Class and/or add subclasses before the Court determines whether certification is
22 appropriate.

23 25. Plaintiff is a Class member.

24 26. This action is appropriately suited for a class action because:

25 A. The proposed Class is a significant number. Plaintiff is informed and believes
26 that the proposed Class consists of more than thirty non-exempt employees, rendering joinder
27 impractical.
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1 B. This action involves common questions of law and fact to the proposed Class
2 because the action focuses on Defendants' systematic course of unlawful conduct, which was
3 applied to all non-exempt employees in uniform violation of the California Labor Code, IWC Wage
4 Orders, and the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, *et*.
5 *seq.*, which prohibits unfair business practices arising from such violations. Several common
6 questions of law and fact will drive the resolution of this action, including:

- 7 1. Whether Defendants failed to provide Class members with legally
8 compliant meal periods and rest breaks, and whether Defendants
9 failed to properly pay premiums as a result of missed and non-
10 compliant meal periods and rest breaks;
- 11 2. Whether Defendants failed to pay overtime wages to Class
12 members;
- 13 3. Whether Defendants failed to properly calculate and pay regular and
14 overtime wages to Class members;
- 15 4. Whether Defendants failed to pay minimum wages to Class
16 members;
- 17 5. Whether Defendants failed to timely pay wages owed to Class
18 members;
- 19 6. Whether Defendants failed to pay all wages owed to formerly-
20 employed Class members;
- 21 7. Whether Defendants failed to provide compliant wage statements to
22 the Class members;
- 23 8. Whether Defendants failed to maintain required records and accurate
24 wage statements for Class members; and
- 25 9. Whether Defendants engaged in unfair and/or unlawful business
26 practices.

1 C. Plaintiff's claims are typical of the proposed Class because Defendants
2 subjected all of its non-exempt employees to the similar and overlapping violations of the California
3 Labor Code, the applicable IWC wage order, and the UCL.

4 D. Plaintiff is able to fairly and adequately protect the interests of all members
5 of the proposed Class because it is in her best interests to prosecute the claims alleged herein to
6 obtain full compensation due to the proposed Class for all services rendered and hours worked.
7 Plaintiff has also retained counsel that is experienced in wage-and-hour class and representative
8 action litigation.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Required Meal Periods**

11 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]**

12 ***(On Behalf of Plaintiff and the Class against all Defendants)***

13 27. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 26.

15 28. At all times relevant herein, as part of Defendants' unlawful policies and practices to
16 deprive its non-exempt employees of all wages earned and due, Defendants required, permitted or
17 otherwise suffered Plaintiff and Class members to perform work during their meal periods, to
18 completely skip their meal periods, to take late and short meal periods, and Defendants have
19 otherwise failed to provide the required meal periods to Plaintiff and Class members as required
20 under Cal. Lab. Code §§ 226.7, 512, and § 11 of the applicable IWC Order.

21 29. Defendants have implemented several common policies and practices that have
22 caused Plaintiff and Class members to systematically miss or otherwise take non-compliant meal
23 periods. For example, Defendants understaff their thrift stores such that Class members are given
24 so much work to complete or they are busy assisting customers, that they regularly miss or take non-
25 compliant meal periods. As a direct consequence of this understaffing, Plaintiff and Class members
26 have so much work to complete within their scheduled shifts, or they are busy assisting customers,
27 that they are forced to skip their meal periods altogether, to take them after working longer than five
28 (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty

1 (30) minute meal period. In addition, Plaintiff and Class members needed to secure permission from
2 supervisors before taking a meal period, but they were frequently unable to timely secure such
3 permission, thus causing them to regularly miss and otherwise take non-compliant meal periods.
4 When Plaintiff and the other Class members are able to take their meal periods, Plaintiff and the
5 other Class members are constantly interrupted by customers and their supervisors and unable to
6 take their full thirty (30) minute meal periods.

7 30. Despite work conditions that systematically result in missed and non-compliant meal
8 periods, and in order to keep labor costs down, Defendants have implemented a common policy and
9 practice of failing to pay all meal period premium payments owed and due.

10 31. In short, Defendants have violated, and continue to violate, Cal. Lab. Code § 226.7,
11 IWC Wage Order No. 7-2001, § 11, and the UCL, by failing to compensate Plaintiff and Class
12 members who were not authorized and permitted to take a complete, timely, uninterrupted meal
13 period, one additional hour of compensation at the proper regular rate of pay for each workday that
14 such a meal period was not authorized or permitted. *Ferra v. Loews Hollywood Hotel, LLC* (2021)
15 11 Cal. 5th 858, 869 (“Regular rate of pay, which can change from pay period to pay period, includes
16 adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-
17 hour value of any non-hourly compensation the employee has earned.”) (citation omitted).

18 32. Defendants further violated Cal. Lab. Code §§ 510, 1194, 1197, and any other
19 applicable provision of the California Labor Code, by failing to compensate Plaintiff and Class
20 members for all hours worked during their meal periods.

21 33. As a proximate result of the aforementioned violations, Plaintiff and Class members
22 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
23 interest, penalties, expenses, and costs of suit.

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38. As a proximate result of the aforementioned violations, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]

(On Behalf of Plaintiff and the Class against all Defendants)

39. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 38.

40. Pursuant to Cal. Lab. Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3, Defendants are required to compensate Plaintiff and Class members for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

41. At all times relevant herein, Defendants have failed to compensate Plaintiff and Class members for all overtime hours worked by among other methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay; improperly calculating the regular rate of pay; requiring, permitting or suffering Plaintiff and Class members to work off-the-clock, and to work through meal periods and rest breaks; and other methods to be discovered.

42. Defendants have also failed to pay Plaintiff and Class members overtime wages owed and due as a result of its systematic failure to properly calculate the regular rate of pay. On information and belief, Defendants have failed to include the value of non-discretionary bonuses and/or commission payments in calculating the regular rate of pay for the purposes of determining meal period premium payments and overtime wages.

43. In violation of California law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Class members for all wages earned and all

1 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class members
2 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
3 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
4 Defendants to fully perform their obligations under state law, all to their respective damages in
5 amounts according to proof at time of trial, and within the jurisdiction of this Court.

6 44. Defendants' conduct described herein violates Cal. Lab. Code §§ 510, 1194, 1198,
7 and IWC Wage Order No. 7-2001, § 3. Therefore, pursuant to Cal. Lab. Code §§ 200, 203, 226,
8 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and applicable
9 IWC Wage Order(s), Plaintiff and Class members are entitled to recover the unpaid balance of
10 wages owed to them by Defendants plus interest, penalties, attorneys' fees, expenses, and costs of
11 suit.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

15 **And All Other Applicable Wages Orders And Sections]**

16 ***(On Behalf of Plaintiff and the Class against all Defendants)***

17 45. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
18 allegations in paragraphs 1 through 44.

19 46. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 7-2001
20 and all applicable wage orders and sections, payment to an employee of less than the applicable
21 minimum wage for all hours worked in a payroll period is unlawful.

22 47. During the statute of limitations period, the hourly rates for Plaintiffs and Class
23 members were at or slightly above minimum wage. Based on this common practice, Defendants
24 failed to pay Plaintiffs and Class members minimum wages for all hours worked by requiring,
25 permitting or suffering Plaintiffs and Class members to work off-the-clock, such as requiring them
26 to work through meal and rest breaks, but not compensating them for this time, unlawfully rounding
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1 their time, failing to pay the accurate rate of pay based upon earned non-discretionary bonus and/or
2 commission payments, and other methods to be discovered.

3 48. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and §
4 4 of IWC Wage Order No. 7, and any other applicable IWC Wage Order. As a proximate result of
5 the aforementioned violations, Plaintiff and Class members have been damaged in an amount
6 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
7 1194, 1197.1, and any other applicable wage orders and law, Plaintiffs and Class members are
8 entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties,
9 attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay Timely Wages**

12 **[Cal. Lab. Code §§ 204, 210]**

13 ***(On Behalf of Plaintiff and the Class against all Defendants)***

14 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 48.

16 50. Cal. Lab. Code § 204 provides that all wages earned by any person in any
17 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
18 due upon termination of an employee, are due and payable between the 16th and 26th day of the
19 month during which the labor was performed. Cal. Lab. Code § 204 further provides that all wages
20 earned by any person in any employment between the 16th and the last day, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 1st and the 10th day of the following month. Cal. Lab. Code § 204 further provides that
23 all wages earned for labor in excess of the normal work period shall be paid no later than the payday
24 for the next regular payroll period.

25 51. At all times relevant herein, Defendants, among other things, willfully failed to pay
26 Plaintiff and Class members all wages earned and due to them, including, *inter alia*, meal period
27 and rest break premium payments, regular and overtime wages, and payment for work performed
28 off-the-clock, within any time period permissible under Cal. Lab. Code § 204.

1 52. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
2 Class members are entitled to all available statutory penalties, including civil penalties pursuant to
3 Cal. Lab. Code §§ 200, 210, 558, 1194, 1197.1, and other applicable provisions under the California
4 Labor Code and applicable IWC Wage Order(s), and an award of costs, expenses, and reasonable
5 attorneys' fees.

6 **SIXTH CAUSE OF ACTION**

7 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

8 **[Cal. Lab. Code §§ 201-203]**

9 ***(On Behalf of Plaintiff and the Class against all Defendants)***

10 53. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 52.

12 54. Pursuant to Cal. Lab. Code §§ 201, 202, and 203, Defendants are required to pay all
13 earned and unpaid wages to an employee who is discharged. Cal. Lab. Code § 201 mandates that if
14 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
15 discharge are due and payable immediately.

16 55. Furthermore, pursuant to Cal. Lab. Code § 202, Defendants are required to pay all
17 accrued wages due to an employee no later than seventy-two (72) hours after the employee quits his
18 or her employment, unless the employee provided seventy-two (72) hours previous notice of his or
19 her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

20 56. Cal. Lab. Code § 203 provides that if an employer willfully fails to pay, in accordance
21 with Cal. Lab. Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
22 employer is liable for waiting time penalties in the form of continued compensation to the employee
23 at the same rate for up to thirty (30) workdays.

24 57. At all times relevant herein, Defendants have willfully failed to pay accrued wages
25 and other compensation to Plaintiff and Class members in accordance with Cal. Lab. Code §§ 201
26 and 202. Because Defendants have failed and continue to fail to properly compensate Plaintiff and
27 Class members for all hours worked when due, regular and overtime wages, and compensation for
28 non-compliant meal periods and rest breaks. Moreover, Defendants have also willfully failed and

1 continue to fail to pay accrued wages and other compensation to Plaintiff and Class members in
2 accordance with Cal. Lab. Code §§ 201 and 202.

3 58. As a result, Plaintiff and Class members are entitled to all available statutory
4 penalties, including the waiting time penalties provided in Cal. Lab. Code § 203, together with
5 interest thereon, as well as other available remedies.

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Maintain Required Records**

8 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]**

9 ***(On Behalf of Plaintiff and the Class against all Defendants)***

10 59. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 58.

12 60. At all times relevant herein, as part of Defendants' unlawful payroll policies and
13 practices to deprive Plaintiff and Class members of all wages earned and due, Defendants knowingly
14 and intentionally failed to maintain records as required under Cal. Lab. Code §§ 226, 1174, and
15 IWC Wage Order No. 7-2001, § 7, including but not limited to, the following records: total daily
16 hours worked by each non-exempt employee; applicable rates of pay; all deductions; meal periods;
17 time records showing when each non-exempt employee begins and ends each workday; and accurate
18 itemized wage statements.

19 61. In addition, Defendants' wage statements violate Cal. Lab. Code § 226(a)(1), (2),
20 and (5) by failing to list meal period and rest break premium payments that were owed and due, as
21 required under California law. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972
22 ("failure to report premium pay for missed breaks can support monetary liability under section 226
23 for failure to supply an accurate itemized statement reflecting an employee's gross wages earned,
24 net wages earned, and credited hours worked.").

25 62. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
26 Class members have been damaged in an amount according to proof at trial, and are entitled to all
27 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled
28 to all available penalties, including but not limited to, penalties pursuant to Cal. Lab. Code §§ 226(e),

1 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
2 not limited to those provided in Cal. Lab. Code § 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Furnish Accurate Itemized Wage Statements**

5 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 7-2001, § 7]**

6 ***(On Behalf of Plaintiff and the Class against all Defendants)***

7 63. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 62.

9 64. At all times relevant herein, Defendants routinely failed to provide Plaintiff and Class
10 members with timely, accurate, and itemized wage statements in writing showing each employee's
11 gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable
12 hourly rates in effect during each pay period and the corresponding number of hours worked at each
13 hourly rate, in violation of Cal. Lab. Code § 226 and IWC Wage Order No. 7-2001, § 7.

14 65. Defendants' pay stubs violate Cal. Lab. Code § 226 because Defendants failed to
15 provide Plaintiff and Class members with proper meal and rest breaks but failed to include in their
16 wage statements one (1) additional hour of compensation at their regular rates of pay for each non-
17 compliant meal or rest break. In addition, Defendants required Plaintiff and Class members to work
18 off-the-clock without compensation, thus reflecting incomplete and/or inaccurate hours worked on
19 their pay stubs. Defendants also failed to set forth the legal address of the employer of Plaintiff and
20 the other Class members on the detachable portion of their pay stubs, and also failed to provide on
21 their pay stubs the available amounts and amounts taken of supplemental Covid-19 sick leave
22 provided to Plaintiff and the Class members, and other methods to be discovered.

23 66. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
24 Class members have been damaged in an amount according to proof at trial, and seek all wages
25 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
26 available penalties, including but not limited to penalties pursuant to Cal. Lab. Code §§ 226(e),
27 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
28 not limited to those provided in Cal. Lab. Code § 226(e), as well as other available remedies.

1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code § 17200, *et. seq.*]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 67. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 66.

7 68. Each and every one of Defendants' acts and omissions in violation of the California
8 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to,
9 Defendants' failure to provide required meal periods and rest breaks, failure to properly pay regular
10 and overtime wages, requiring and/or condoning off-the-clock work, failure to pay all wages due to
11 discharged or quitting employees or to pay timely wages, and failure to furnish accurate itemized
12 wage statements or to maintain required records, constitute an unfair and unlawful business practice
13 under the UCL.

14 69. Defendants' violations of California wage and hour laws constitute a business
15 practice because Defendants' aforementioned acts and omissions were done repeatedly over a
16 significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class
17 members.

18 70. Defendants have avoided payment of wages, overtime wages, the provision of meal
19 periods and rest breaks, and other benefits as required by the California Labor Code, the California
20 Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to
21 record, report, and pay the correct sums of assessment to the state authorities under the California
22 Labor Code and other applicable regulations.

23 71. As a result of these unfair and unlawful business practices, Defendants have reaped
24 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members, and
25 members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore
26 them to Plaintiff and Class members.

27 72. Defendants' unfair and unlawful business practices entitle Plaintiff and Class
28 members to seek preliminary and permanent injunctive relief, including but not limited to orders

1 that Defendants account for, disgorge, and restore to Plaintiff and Class members the wages and
2 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
3 restitution of all monies to be disgorged from Defendants in an amount according to proof at the
4 time of trial.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly situated,
7 respectfully prays for relief against Defendants and Does 1 through 10, inclusive, and each of them,
8 as follows:

- 9 1. For an order certifying the First through Ninth Causes of Action as a class action;
- 10 2. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
11 Class counsel;
- 12 3. For compensatory damages in an amount to be ascertained at trial;
- 13 4. For meal period and rest break compensation pursuant to Cal. Lab. Code § 226.7 and
14 IWC Wage Order No. 7-2001;
- 15 5. For liquidated damages pursuant to Cal. Lab. Code § 1194.2;
- 16 6. For waiting time penalties pursuant to Cal. Lab. Code § 203;
- 17 7. For statutory penalties according to proof, including but not limited to all penalties
18 authorized by the Cal. Lab. Code §§ 210, 225.5, 226(e), 226.3, 1174.5, and 1197.1;
- 19 8. For interest on the unpaid wages at 10 percent per annum pursuant Cal. Lab. Code
20 §§ 218.6, 1194, Cal. Civ. Code §§ 3287, 3288, and/or any other applicable provision providing for
21 pre-judgment interest;
- 22 9. For restitution of all monies due to Plaintiff and Class members, as well as disgorged
23 profits from the unfair and unlawful business practices of Defendants;
- 24 10. For reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226,
25 1194, Cal. Civ. Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees
26 and costs;
- 27 11. For declaratory relief;
- 28

1 12. For preliminary and permanent injunctive relief enjoining Defendants from violating
2 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging
3 in the unlawful business practices complained of herein; and

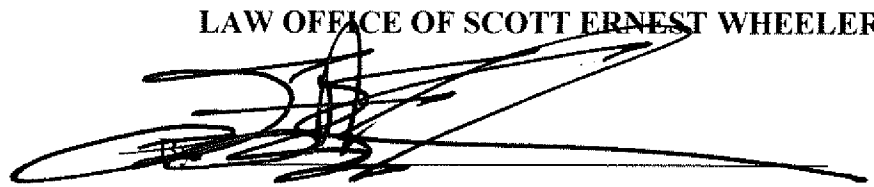
4 13. For such further relief that the Court may deem just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial
7 with respect to all issues triable of right by jury.

8 DATED: July 22, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER



11 Scott E. Wheeler

12 **THE WAND LAW FIRM, P.C.**

13 Aubry Wand

14 *Attorneys for Plaintiff and the Putative Class*