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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AARON RANGEL,

Plaintiff,

vs.

PURPLE NON STOP, INC.; MAJID
MOHAMMAD LOO; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO: **22STCV30242**

COMPLAINT DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) FAILURE TO GIVE REST BREAKS;**
- 8) FAILURE TO GIVE MEAL BREAKS**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 10) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 11) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, AARON RANGEL (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants PURPLE NON STOP, INC.; MAJID MOHAMMAD LOO and DOES 1 to 25, inclusive do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action.

2. Moreover, Plaintiff's damages sought herein exceed \$25,000.

3. Plaintiff is a male resident of the County of Los Angeles, State of California.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant PURPLE NON STOP, INC. is and was California corporation doing business in Los Angeles County, California, and which employed Plaintiff.

5. Defendant MAJID MOHAMMAD LOO is an individual, who at all relevant times and on information and belief resided in Los Angeles County, California. Plaintiff is informed and believes that MAJID MOHAMMAD LOO is and was acting on behalf of and is and was the managing agent and owner of PURPLE NON STOP, INC. Plaintiff is informed and believes and thereon alleges that MAJID MOHAMMAD LOO was personally involved in the day-to-day operations of the business and personally controlled the wages, hours, and working conditions of Plaintiff and other similarly situated aggrieved employees and is therefore being included in this complaint pursuant to California Labor Code section 558.1. PURPLE NON STOP, INC. and the individual defendant MAJID MOHAMMAD LOO are collectively referred to herein as "PURPLE NON STOP" or "Defendant(s)".

1 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
2 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
3 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
4 defendants, numbers 1 to 25, reside in the State of California and are in some manner
5 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
6 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
7 and capacities of these fictitiously named defendants.
8

9 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
10 that information and belief, alleges that at all times herein mentioned, each of the remaining
11 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
12 under the authority of their agency, employment, or representative capacity, with the consent
13 of his/her codefendants.
14

15 **GENERAL ALLEGATIONS**

16 8. Plaintiff started working for PURPLE NON STOP as a delivery driver on or around
17 2019 or 2020. Plaintiff was classified as an hourly, non-exempt employee and earned \$16.00
18 per hour. Plaintiff and other employees were paid weekly in terms of calculating the number of
19 PAGA periods. Plaintiff's employment ended on or around 2022.

20 9. It is Plaintiff's position that PURPLE NON STOP has violated numerous Labor Code
21 Sections against Plaintiff and other similarly situated aggrieved employees.

22 10. PURPLE NON STOP did not provide Plaintiff and other similarly situated aggrieved
23 employees with the minimum wages to which they were entitled for work performed "off the
24 clock" and as such did compensate Plaintiff and others for all hours worked, pursuant to
25 California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff and others
26 would consistently conduct work duties PRIOR to clocking in. For several hours, every
27 morning, Plaintiff and others would have to work "off the clock" because there is a problem
28 with loaders not putting boxes where they are supposed to be. As such, when Plaintiff reports

1 to the warehouse at 8am, Plaintiff has to take out all the boxes and reorganize everything whilst
2 not getting paid. The time clock starts when employees such as Plaintiff scan their first
3 package. PURPLE NON STOP is unequivocally aware that there is a preparation period to get
4 the trucks ready for delivery and they in fact require drivers such as Plaintiff to come to the
5 warehouse sooner to organize the trucks. PURPLE NON STOP is also aware that Plaintiff and
6 others are not being compensated for this time, which is clearly a minimum wage violation in
7 contravention of California law. Furthermore, PURPLE NON STOP had a policy of
8 disproportionately rounding down hours worked to the detriment of employees in that they
9 were not paid for all hours worked, including the minimum wages. Moreover, and to the extent
10 that Plaintiff and others had to work through their meal periods while “off the clock”, that
11 would also constitute a minimum wage violation. Moreover, ownership and management
12 would manually manipulate and alter time card entries such that Plaintiff and other employees
13 were not paid for all hours worked. As such, PURPLE NON STOP violated Labor Code §
14 1194 and 1194.2 because it failed to pay Plaintiff and others California’s statutory minimum
15 wage and wages for all hours worked and failed to compensate Plaintiff and other similarly
16 situated aggrieved employees for all hours worked.

17 11. Since PURPLE NON STOP failed to pay Plaintiff and others for all hours worked as
18 alleged above due to the “off the clock” work as alleged above, PURPLE NON STOP also
19 violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated
20 aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours
21 per day, and/or 40 hours per week throughout their employment. Plaintiff’s and others’ actual
22 work hours entitled them to overtime compensation and to the correct amount of overtime
23 compensation under the law, including all forms of pay, such as incentive payments and
24 bonuses, that need to be included in the regular rate of pay for purposes of deciphering the
25 correct overtime rate of pay.

26 12. PURPLE NON STOP also violated Labor Code § 226.7 and the appropriate Industrial
27 Welfare Commission Wage Order no. 9 because it failed to provide Plaintiff and others with
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1 10-minute rest periods for every four hours of work, or majority portion thereof, throughout
2 their employment. PURPLE NON STOP did not completely relieve Plaintiff and others of all
3 duty during said rest periods. PURPLE NON STOP did not pay to Plaintiff and others one
4 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
5 more statutory rest periods was not provided. It was not company policy and not part of the
6 company culture for employees such as Plaintiff to take rest breaks. The nature of the work for
7 delivery drivers did not lend itself to a 10-minute uninterrupted rest break wherein Plaintiff and
8 other similarly situated drivers were relieved of all work duties. As such, the culture at
9 PURPLE NON STOP did not lend itself to the employees receiving statutory breaks wherein
10 they were relieved of all work duties. It was the normal practice and custom of PURPLE NON
11 STOP not to authorize, permit, and enforce statutory rest periods as drivers such as Plaintiff
12 were always on the go with a great deal of pressure to timely deliver all packages in their
13 possession.

14 13. PURPLE NON STOP violated Labor Code §§ 512 and 226.7 along with Industrial
15 Welfare Commission Wage Order no. 9 because it failed to provide Plaintiff and others the
16 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout
17 their employment. PURPLE NON STOP did not completely relieve Plaintiff and others of all
18 duty during said meal periods. PURPLE NON STOP did not pay to Plaintiff and others one
19 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
20 more statutory meal periods was not provided. Plaintiff and other drivers simply were not able
21 to take meal breaks due to the nature of their jobs as delivery drivers and the pressure to timely
22 deliver all packages AND stay on track. In other words, there were rare occasions wherein
23 Plaintiff was able to stop somewhere and actually have a meal. This is so because if Plaintiff
24 and others decided to stop and eat for a period of 30-minutes, they would be completely behind
25 on their schedule and would get reprimanded. Additionally, when Plaintiff did work over 10-
26 hour shifts, Plaintiff did not receive a second, uninterrupted meal period of at least thirty
27 minutes. As such, and just like for rest breaks, it was company culture and company policy for
28 Plaintiff and others to not receive a timely thirty-minute uninterrupted meal period wherein

1 they are relieved of all work-related duties.

2 14. Furthermore, during the relevant time period and due to the above-mentioned
3 violations, PURPLE NON STOP failed to pay Plaintiff and others all wages due to them within
4 any time period specified by California Labor Code section 204. PURPLE NON STOP was
5 also in violation of California Labor Code section 226(a), by failing to include pertinent
6 information on the wage statements, including but not limited to, all hours worked (regular and
7 overtime), all applicable hourly rates, gross wages earned, net wages earned, the correct start
8 and end of the pay periods, the correct identifying information for the employee, the correct
9 name and address of the legal employer, business expense reimbursement, and premium pay
10 for the missed meal and rest breaks, among others. As such, PURPLE NON STOP did not
11 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
12 itemized wage statements.

13 15. During the relevant time period, PURPLE NON STOP also failed to keep accurate and
14 complete payroll records showing the actual hours worked per day (including the times taken
15 for meal periods) and the wages paid to Plaintiff and others pursuant to California Labor Code
16 sections 1174(d).

17 16. PURPLE NON STOP also violated Labor Code § 203 because it willfully failed to pay
18 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
19 separation of employment, either immediately upon involuntary termination, or within 72
20 hours of resignation. These earned but unpaid wages include minimum wages, overtime,
21 premium pay for missed meal and rest breaks, and business expense reimbursement, among
22 others.

23 17. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
24 business-related expenses and costs that were not reimbursed by PURPLE NON STOP. These
25 costs include, but are not limited to, use of personal cell phones for work purposes (to
26 communicate and for navigation or to clock in for work). Moreover, Plaintiff was utilizing his
27 own dolly to effectuate his work duties but was not reimbursed for that or for his uniform.
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1 Accordingly, PURPLE NON STOP was in violation of California Labor Code sections 2800
2 and 2802.

3 18. Moreover, PURPLE NON STOP failed to provide sick pay in violation of Labor Code
4 sections 233 and 246 and also failed to provide Worker's Compensation coverage for Plaintiff
5 and other aggrieved employees in violation of Labor Code Section 3700.5.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

8 **(California Industrial Welfare Commission Order 9-2001, California Code of**
9 **Regulations Title 8 Section 11090, and California Labor Code Section 1198)**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

13 20. At all times relevant herein, Defendants were required to compensate its employees for
14 all hours worked upon reporting for work at the appointed time stated by the employer
15 pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations,
16 Title 8, Section 11090.

17 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
18 Plaintiff for all hours worked as alleged above, including the "off the clock" work.

19 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
20 compensation for all hours worked but not paid by Defendants for the three (3) years
21 preceding the filing of this Complaint.

22 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
23 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
24 this Court.

25 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
26 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
27 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
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1 reasonable attorney's fees and costs of suit.

2 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
4 amount known to Plaintiff once he has obtained all of his payroll records from
5 Defendants.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGES**

8 **(California Labor Code Sections 1194, 1194.2, 1197)**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

12 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
13 to suffer or permit a California employee to work without paying wages at the minimum wage
14 rate for all hours worked as required by the applicable Industrial Welfare Commission
15 (hereinafter "IWC") Wage Order 9-2001, codified at California Code of Regulations, Title 8,
16 Section 11090, subdivision 4.

17 28. Pursuant to IWC Wage Order no. 9-2001, subdivision 2(H), at all relevant
18 times, "hours worked" included "the time during which an employee is subject to the control of
19 an employer, and includes all the time the employee is suffered or permitted to work, whether
20 or not required to do so..."

21 29. During his employment, Plaintiff was regularly required as a matter of uniform
22 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
23 was paid less than the minimum wage rate by Defendants for hours worked, including the "off
24 the clock" work as described above, in violation of California Labor Code Section 1197 and
25 the applicable California Industrial Wage Commission wage order(s).

26 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
27 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
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1 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
2 to believe that their acts or omissions were not contrary to California law.

3 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
4 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
5 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
6 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
7 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

8 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
10 trial.

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12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME**

14 **(California Industrial Welfare Commission Order 9-2001, California Code of**
15 **Regulations Title 8 Section 11090; California Labor Code Section 510)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

19 34. Pursuant to Industrial Welfare Commission Order No. 9-2001, Cal. Code of
20 Regs., Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were
21 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
22 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
23 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
24 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
25 week.

26 35. Plaintiff was a non-exempt employee entitled to the protections of the California
27 Industrial Welfare Commission Order No. 9-2001, California Code of Regulations,
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1 Title 8, Section 11090.

2 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
3 single workday or forty (40) hours in a single workweek on numerous occasions.

4 37. Plaintiff was entitled to the above overtime premiums.

5 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
6 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
7 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
8 twelve (12) in a day.

9 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
10 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

11 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
12 within the three (3) years prior to the initiation of this lawsuit.

13 41. Defendants know or should know the actual dates of overtime worked, the amount of
14 overtime worked, and the amount of unpaid overtime due.

15 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
16 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
17 Court.

18 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
19 Regulations, Title 8, Sections 11090, Plaintiff is entitled to recover damages for the
20 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
21 reasonable attorney's fees and costs of suit.

22 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

27 **(California Labor Code Section 226)**

(Plaintiff against all named defendants and all DOE defendants)

45. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

46. Pursuant to California Labor Code Section 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, gross wages earned, including overtime, minimum wages, and premium pay for missed meal and rest breaks, net wages earned, total hours worked by the employee, and all deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

51. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

52. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

53. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

54. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

55. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

59. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

60. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

61. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

63. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent he was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

65. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11090(12)(A), which

1 provides that every employer shall authorize and permit all employees to take rest
2 periods, which insofar as practicable shall be in the middle of each work period.

3 The authorized rest period time shall be based on the total hours worked daily at the
4 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 5 b. Title 8 of the California Code of Regulations Sections 11090(12)(B), which
6 provides that if an employer fails to provide an employee a rest period in
7 accordance with the applicable provisions of this order, the employer shall pay the
8 employee one (1) hour of pay at employee's regular rate of compensation for each
9 workday that the rest period is not provided;
- 10 c. Title 8 of the California Code of Regulations sections 11090(20)(A), which
11 penalizes the employer \$50.00 for each initial violation, per employee, of any
12 provision of the Wage Order, and \$100.00 for each additional violation thereafter
13 per employee; and
- 14 d. California Labor Code section 226.7, which states that (a) no employer shall require
15 any employee to work during any rest period mandated by an applicable order of
16 the Industrial Welfare Commission, and (b) if an employer fails to provide an
17 employee a rest period in accordance with an applicable order of the Industrial
18 Welfare Commission, the employer shall pay the employee one (1) additional hour
19 of pay at employee's regular rate of compensation for each work day that the rest
20 period is not provided.

21 67. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
22 break after every four (4) hours of work or major fraction thereof, as required by California
23 law.
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1 68. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
2 regulations, and wage orders alleged in this cause of action along with any allowable interest,
3 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
4 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

5 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
6 fees as well as interest under Labor Code section 218.6.

7 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.

10 **EIGHTH CAUSE OF ACTION**

11 **FAILURE TO GIVE MEAL BREAKS**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

15 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 16 a. California Labor Code section 512(a), which requires that employees be given a 30-
17 minute uninterrupted meal break after five (5) hours of work, and a second
18 uninterrupted meal break after ten (10) hours of work;
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20 b. California Labor Code section 226.7, which states that (a) no employer shall require
21 any employee to work during any meal period mandated by an applicable order of
22 the Industrial Welfare Commission, and (b) if any employer fails to provide an
23 employee a meal period in accordance with an applicable order of the Industrial
24 Welfare Commission, the employer shall pay the employee one (1) additional hour
25 of pay at the employee's regular rate of compensation for each workday that the
26 meal period is not provided;
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- 1 c. California Industrial Welfare Commission Order No. 9 section 11(B), as codified
2 under Title 8 of the California Code of Regulations Section 11090, which states that
3 if an employer fails to provide an employee a meal period in accordance with the
4 applicable provisions of the Wage Order, the employer shall pay the employee one
5 (1) hour of pay at the employee's regular rate of compensation for each workday
6 that the meal period is not provided;
- 7 d. California Industrial Welfare Commission Wage Order No. 9 Section 7(A)(3), as
8 codified under Title 8 of the California Code of Regulations Section 11090, which
9 requires an employer to maintain records documenting its employees' meal periods;
- 10 e. California Industrial Welfare Commission wage order No. 9 Section 20(A), as
11 codified under California Code of Regulations Section 11090, which penalizes the
12 employer \$50.00 for each initial violation, per employee, of any provision of the
13 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 14 f. California Labor Code section 1171 and 1173, which have given the California
15 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 9)
16 as enforceable law.

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19 73. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
20 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
21 take a second relieved meal break after ten (10) hours of work, as required by California law.
22 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
23 9, as codified under California Code of Regulations Section 11090 et. seq. requires that
24 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
25 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
26 duty. California Labor Code section 226.7 provides that employers may not require their
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1 employees to work through their meal periods. California Labor Code section 226.7 and
2 California Code of Regulations section 11090 requires that if the employer fails to provide the
3 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
4 of pay for each workday that the meal period is not given.

5 74. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
6 regulations, and wage orders alleged in this cause of action along with any allowable interest,
7 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
8 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

9 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
10 fees as well as interest under Labor Code section 218.6.

11 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

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15 **NINTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
18 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
1194, 1197, 1198, 2802, 3700.5)

19 **(Against all Named Defendants and all DOE Defendants)**

20 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

22 78. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
23 Defendants of the specific violations of the California Labor Code that Defendants
24 and DOE defendants have violated and continue to violate.

25 79. Pursuant to California Labor code section 2699.3, no response was received from the
26 LWDA within 65 days of the postmark date of the above-alleged letter.

27 80. Plaintiff therefore has exhausted all administrative remedies required of him under
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1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

4 81. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
5 provides for a civil penalty to be assessed and collected by the LWDA or any of its
6 departments, divisions, commissions, boards, agencies, or employees for violation of the code
7 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
8 on behalf of himself or herself and other current or former employees pursuant to the
9 procedures specified in California Labor Code section 2699.3.
10

11 82. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
12 violator and had one or more of the alleged violations committed against him, and therefore is
13 properly suited to represent the interests of other current and former employees, which include
14 all hourly, non-exempt employees who worked for Defendants in the state of California during
15 the relevant PAGA period.

16 83. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
17 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
18 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

19 84. Plaintiff therefore has exhausted all administrative remedies required of him under
20 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
21 cause of action and pursue penalties in a representative action for Defendants' violations of the
22 Labor Code.

23 85. California Labor Code section 2699 et seq. imposes penalties upon culpable
24 Defendants for violating the Labor Code.

25 86. California Labor Code section 558 establishes a civil penalty as follows: Any
26 employer or other person action on behalf of an employer who violates, or causes to be
27 violated, a section of this chapter or any provision regulating hours and days of work in any
28

1 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
2 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
3 dollars (\$50) for each underpaid employee for each pay period for which the employee was
4 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
5 employee for each pay period for which the employee was underpaid ...;

6 87. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
7 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
8 seeking individual/victim specific relief or underpaid wages under this particular cause of
9 action.

10 88. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
11 the following:

12 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
13 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5
14 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
15 Orders (Order no. 9) violated based on the facts alleged in this Complaint.

16 89. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,
17 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
18 employees as alleged herein in an amount to be shown according to proof at trial and within the
19 jurisdictional limits of this Court.

20 **TENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

22 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

23 90. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 89, inclusive, of this Complaint as thought fully set forth herein.

25 91. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties.”
28

1 92. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
2 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
3 of completing his job duties, which were not reimbursed by Defendant. These expenses
4 include, but are not limited to, use of personal cell phones for work purposes (to
5 communicate and for navigation or to clock in for work). Moreover, Plaintiff was utilizing his
6 own dolly to effectuate his work duties but was not reimbursed for that or for his uniform..

7 93. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
8 and attorney's fees and costs, under Labor Code section 2802.

9 **ELEVENTH CAUSE OF ACTION**

10 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

11 **(California Business and Professions Code Section 17200)**

12 **(Plaintiff against Defendant PURPLE NON STOP, INC. and all DOE defendants)**

13 94. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 93, inclusive, of this Complaint as though fully set forth herein.

15 95. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
16 constitutes unfair and unlawful business practices under California Business and Professions
17 Code Section 17200, et seq.

18 96. Defendant's violations of California labor laws constitutes a business practice because
19 it was done repeatedly over a significant period of time in a systematic manner that was
20 detrimental to Plaintiff and other similarly situated aggrieved employees.

21 97. For the four years preceding the filing of this action, Plaintiff has suffered damages
22 and request damages and/or restitution of all monies and profits to be disgorged from
23 Defendants in an amount according to proof at time of trial, but in excess of the
24 jurisdiction of this Court.

25 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
26 follows:

- 27 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
28

2. For damages for overtime not paid to Plaintiff in an amount subject to proof at trial;
3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
5. For restitution and disgorgement for all unfair business practices by corporate Defendant Purple Non Stop, Inc. against Plaintiff in an amount subject to proof at trial;
6. For an order enjoining corporate Defendant Purple Non Stop, Inc. from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
7. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
8. For special, liquidated, and consequential damages to the extent allowed by law;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claims;
10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
11. For the imposition of civil penalties and/or statutory penalties;
12. For multiple damages as specifically provided in California Business and Professions Code section 17200 et seq. against Defendant Purple Non Stop, Inc. according to proof;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;

1 15. Reasonable attorney's fees where available by law, including but not limited to,
2 pursuant to Labor Code section 2698 et seq., and the Labor Code generally;
3 and/or other applicable laws; and

4 16. For such other and further relief as this Court may deem proper.

5 DATED: September 15, 2022

MESSRELIAN LAW INC.

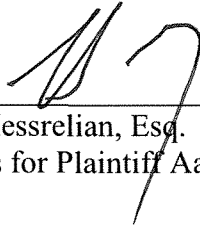
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7 By 
8 Harout Messrelian, Esq.
9 Attorneys for Plaintiff Aaron Rangel

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

12
13 DATED: September 15, 2022

MESSRELIAN LAW, INC.

14
15 By 
16 Harout Messrelian, Esq.
17 Attorneys for Plaintiff Aaron Rangel
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