

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Daniel Murphy

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

LORENZO JUSTICE, an individual, on
behalf of himself and all other aggrieved
employees,

Plaintiff,

vs.

PREMIER FUEL DISTRIBUTORS, INC.,
a Delaware corporation; ELITE FUELS
TRANSPORTATION, INC., a California
corporation; and DOES 1 through 10
inclusive,

Defendants.

Case No. 22STCV27362

COMPLAINT FOR:

- 1. Failure to Pay All Wages;**
- 2. Meal Period Violations;**
- 3. Rest Period Violations;**
- 4. Failure to Reimburse Business Expenses;**
- 5. Wage Statement Violations;**
- 6. Failure to Permit Inspection or Copying of Records;**
- 7. Unfair Competition;**
- 8. PAGA Civil Penalties (Labor Code § 2698 et seq.)**

1 Plaintiff LORENZO JUSTICE (“Plaintiff”), as an individual and as a representative under
2 the Private Attorneys General Act (“PAGA”), hereby brings this Complaint against Defendants
3 PREMIER FUEL DISTRIBUTORS, INC., a Delaware corporation (“PREMIER”); ELITE FUELS
4 TRANSPORTATION, INC., a California corporation (“ELITE”); and DOES 1 through 10
5 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to his own
6 acts and on information and belief as to other matters as follows:

7 **NATURE OF ACTION**

8 1. Plaintiff brings individual claims to recover unpaid wages, liquidated and statutory
9 damages, treble damages, restitution, interest, reasonable attorneys’ fees, costs and other sums that
10 Defendants owe to him under the California Labor Code (“Labor Code”), the Industrial Welfare
11 Commission (“IWC”) Wage Orders, California Penal Code (“Penal Code”), and California
12 Business and Professions Code (“Business and Professions Code”).

13 2. Plaintiff also brings a claim under the Private Attorneys General Act of 2004,
14 codified as Labor Code Sections 2698 *et seq.*, to recover civil penalties, reasonable attorneys’ fees,
15 costs, and other recoverable sums in his representative capacity as an “aggrieved employee” on
16 behalf of all other current and former aggrieved employees of Defendants PREMIER and ELITE.

17 **JURISDICTION AND VENUE**

18 3. This Court has jurisdiction over all causes of action asserted in this Complaint
19 pursuant to the California Constitution, Article VI, Section 10, which grants superior courts original
20 jurisdiction in all cases except those given to other trial courts.

21 4. This Court has specific personal jurisdiction over PREMIER because it has
22 sufficient minimum contacts with California, having intentionally availed itself of the California
23 forum so as to render the exercise of jurisdiction over it by this Court consistent with traditional
24 notions of fair play and substantial justice. For example, PREMIER has derived substantial business
25 and/or revenues from products (*e.g.*, liquids and gases) marketed, sold, transported, and delivered
26 in California. This Court has general personal jurisdiction over ELITE because it is a California
27 corporation.
28

5. Pursuant to Code of Civil Procedure Section 395.5, venue is proper in this judicial district because Defendants' liability arose in Los Angeles County given that Defendants provide transportation and delivery services in this County.

PARTIES

6. Plaintiff LORENZO JUSTICE is an individual residing in California. Defendants have employed Plaintiff since approximately October 2021 as a driver providing transportation and delivery services throughout Southern California.

7. Plaintiff is an “aggrieved employee” within the meaning of the PAGA since he suffered one or more of the violations alleged in this Complaint. Plaintiff brings a claim for civil penalties and other recoverable sums under the PAGA as a representative aggrieved employee on behalf of all current and former employees of Defendants during the PAGA Period. The “PAGA Period” is defined as commencing from one year prior to Plaintiff’s notice of Labor Code violations to the Labor Workforce and Development Agency (“LWDA”) and certified mailing of said notice to Defendants PREMIER and ELITE until resolution of this action.

8. Defendants employed Plaintiff as a non-exempt hourly employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. The "Aggrieved Employees" for purposes of the representative claim for PAGA penalties includes all current and former non-exempt employees of Defendants during the PAGA Period.

9. Defendant PREMIER is a Delaware corporation doing business throughout the state of California. PREMIER is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of PREMIER that are complained of in this Complaint were implemented during the PAGA Period.

10. Defendant ELITE is a California corporation doing business throughout the state of California. ELITE is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of ELITE that are complained of in this Complaint were implemented during the PAGA Period.

11. Defendants continue to employ non-exempt employees within California.

12. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants were and are employers and/or joint employers of Plaintiff and other Aggrieved Employees as defined in and subject to the Labor Code and IWC Wage Orders.

13. Defendant Does 1 through 10, are sued under fictitious names pursuant to Code of Civil Procedure Section 474. Plaintiff will seek leave of court to amend this Complaint in the event such names and identities are ascertained. Plaintiff is informed, believes, and thereon alleges that each of the fictitiously named defendants is and/or was responsible in some manner for, gave consent to, ratified, and/or authorized the conduct alleged herein, thereby causing damage to Plaintiff and other Aggrieved Employees. At all relevant times mentioned in this Complaint, all defendants acted as agents of all other defendants in committing the acts alleged in this Complaint.

14. Plaintiff is informed, believes, and thereon alleges that each defendant directly or indirectly, through agents or other persons or entities, employed and/or exercised control over the wages, hours and working conditions of Plaintiff and other Aggrieved Employees. Plaintiff is further informed, believes, and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out in a joint scheme, plan or policy, such that that the acts of each defendant are legally attributable to all other defendants.

15. At all relevant times herein, Defendants were agents of each other and acting within the course and scope of their agency.

FACTUAL ALLEGATIONS

16. Defendants have employed Plaintiff as a non-exempt employee since approximately October 2021. Plaintiff's job duties included driving and delivery throughout Southern California.

17. Plaintiff is informed, believes, and thereon alleges that at all times relevant to this Complaint, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices, and the requirements under California law.

18. Plaintiff is informed, believes, and thereon alleges that at all times relevant to this Complaint, Defendants knew or should have known that they had a duty to compensate Plaintiff and other Aggrieved Employees, and that Defendants had the financial ability to pay such

1 compensation but willfully, knowingly and intentionally failed to do so, all in order to increase
2 Defendants' profits.

3 19. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
4 pattern of wage and hour violations under the Labor Code and IWC Wage Orders.

5 20. Defendants committed these alleged violations against Plaintiff and other Aggrieved
6 Employees, continuing through the present date. Defendants maintained non-compliant
7 employment policies and practices which Defendants applied to Plaintiff and other Aggrieved
8 Employees.

9 **Unpaid Minimum, Regular, Overtime, and Double-time Wages**

10 21. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
11 have known that Plaintiff and other Aggrieved Employees were entitled to receive at least minimum
12 wages, wages at their regular rate of pay, overtime wages, and double-time wages, and that they
13 were not receiving minimum, regular, overtime, and double-time wages for all work that was
14 required to be performed.

15 22. Plaintiff is informed, believes, and thereon alleges that Plaintiff and other Aggrieved
16 Employees regularly worked in excess of 8, 10, and/or 12 hours per workday and/or 40 hours per
17 workweek. In violation of the Labor Code, Defendants failed to pay the minimum, regular,
18 overtime, and double-time wage rate of pay to Plaintiff and other Aggrieved Employees for all
19 hours worked. Defendants shorted Plaintiff and other Aggrieved Employees' hours worked and
20 thus failed to pay Plaintiff and other Aggrieved Employees minimum, regular, overtime, and/or
21 double wages for all hours worked at the legally mandated rates. During the PAGA Period, Plaintiff
22 and other Aggrieved Employees regularly worked more than 8, 10, and/or 12 hours per workday
23 and/or over 40 hours per workweek. During the PAGA Period, Plaintiff's average shift was
24 approximately 12 or more hours per workday. Defendants required Plaintiff and other Aggrieved
25 Employees to complete work-related tasks off the clock. Specifically, Defendants did not
26 compensate Plaintiff for all hours worked while he was delivering because Plaintiff and other
27 Aggrieved Employees were regularly on-duty during their meal and rest periods and were expected
28 to eat meals and take rest breaks while driving to meet the demands of Defendants' fast-paced

1 environment. As such, Defendants failed to pay Plaintiff and other Aggrieved Employees the proper
2 minimum, regular, overtime, and double time wages for all hours worked.

3 23. Defendants thus underpaid Plaintiff and other Aggrieved Employees and, in certain
4 pay periods, compensated Plaintiff and other Aggrieved Employees at a rate less than the lawful
5 minimum wage for all hours worked.

6 **Meal Period Violations**

7 24. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
8 have known that Plaintiff and other Aggrieved Employees were entitled to receive a timely, off-
9 duty, uninterrupted 30-minute meal period for every five hours of work, or payment of one
10 additional hour of pay at their regular rate of pay when they did not receive a compliant meal period.

11 25. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved
12 Employees did not receive compliant meal periods due to Defendants' policies, workload, and
13 understaffing. Specifically, Defendants regularly failed to provide Plaintiff with his meal period
14 within the first five hours of work. Plaintiff and other Aggrieved Employees were also on-duty
15 during their meal periods and had their meal periods regularly interrupted. For example, due to
16 understaffing and Defendants' fast-paced environment, Plaintiff and other Aggrieved Employees
17 would often be required to work through their meal periods. Further, Defendants failed to provide
18 second meal periods when Plaintiff and other Aggrieved Employees worked over 10 hours.

19 26. Defendants also failed to pay Plaintiff and other Aggrieved Employees one
20 additional hour of pay at their regular rate of pay when Plaintiff and other Aggrieved Employees
21 did not receive a compliant meal period. Plaintiff is informed, believes, and thereon alleges that
22 Defendants maintained no mechanism for the payment of meal period premiums in the event a
23 lawful meal period was not provided.

24 **Rest Period Violations**

25 27. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
26 have known that Plaintiff and other Aggrieved Employees were entitled to receive a 10-minute,
27 off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or
28 payment of one additional hour of pay at their regular rate of pay when they were not permitted to

1 take a compliant rest period. Specifically, Defendants failed to implement a rest break policy and/or
2 practice, and failed to provide uninterrupted, off-duty 10-minute rest breaks. For example, rest
3 breaks were simply not provided to Plaintiff and other Aggrieved Employees due to understaffing
4 and Employer's fast-paced environment which required Plaintiff and other Aggrieved Employees
5 to deliver on a strict schedule for Defendants' benefit. As such, Plaintiff and other Aggrieved
6 Employees regularly missed their rest breaks or had them interrupted or governed by Defendants'
7 practices and policies.

8 28. Despite these violations, Defendants failed to pay Plaintiff and other Aggrieved
9 Employees one additional hour of pay at their regular rate of pay when they did not receive a
10 compliant rest break. Plaintiff is informed, believes, and thereon alleges that Defendants maintained
11 no mechanism for the payment of premiums in the event a lawful rest period was not provided.

12 **Unreimbursed Business Expenses:**

13 29. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
14 have known that Plaintiff and other Aggrieved Employees were entitled to reimbursement for their
15 necessary work-related business expenses.

16 30. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved
17 Employees were required to use their personal cell phones, without reimbursement, to carry out
18 their jobs, including to communicate with Defendants. Plaintiff and other Aggrieved Employees
19 were also required to clean, wash, and iron their uniforms, which were the Defendants' property,
20 without any reimbursement for the costs of cleaning, washing, and ironing

21 **Waiting Time Penalties**

22 31. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
23 have known that other Aggrieved Employees who separated from their employment with
24 Defendants during the statutory period were entitled to timely payment of all wages due. In
25 violation of the Labor Code, other Aggrieved Employees did not receive payment of all wages
26 owed upon separation within the permissible time period due to, *inter alia*, Defendants' failure to
27 pay all wages, meal and rest period premiums, and reimburse business expenses.

28 :: ::

1 **Wage Statement Violations**

2 32. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
3 have known that Plaintiff and other Aggrieved Employees were entitled to receive complete and
4 accurate wage statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
5 Aggrieved Employees were not furnished with complete and accurate wage statements that show
6 all of the information required by Labor Code Section 226, including, but not limited to, the gross
7 and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay
8 period, the corresponding number of hours worked at each hourly rate, and the entity name(s).

9 **Failure to Keep Accurate Records**

10 33. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
11 have known that Defendants were required to keep accurate records of the hours worked by Plaintiff
12 and other Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain
13 accurate records of hours worked by Plaintiff and other Aggrieved Employees due to the unlawful
14 practices described above.

15 34. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
16 described throughout this Complaint were willful.

17 **Failure to Permit Inspection or Copying of Records**

18 35. On June 6 and July 12, 2022 Plaintiff, through his counsel, sent a written request to
19 Defendants for time and pay records pursuant to Labor Code Sections 226 and 1198.5, for copies
20 of Plaintiff's payroll records, personnel records, and documents signed regarding his employment
21 pursuant to Labor Code Section 432. Defendants did not respond to the request for records and did
22 not comply with Labor Code Sections 226, 432, and 1198.5 by providing any of the records they
23 were obligated to provide. To date, Defendants have not provided any of the requested records.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY ALL WAGES**

26 **(Against All Defendants)**

27 36. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
28 as though fully set forth herein.

1 37. At all relevant times, Defendants had a duty to comply with Labor Code Sections
2 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198 and the applicable IWC Wage Orders and
3 California Code of Regulations.

4 38. Labor Code Section 204 and the IWC Wage Orders require timely payment of all
5 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
6 designated in advance by the Defendants as the regular paydays. All wages in earned in excess of
7 the normal work period must be paid no later than the payday for the next regular payroll period.

8 39. Labor Code Section 206 provides that in case of a dispute over wages, the
9 Defendants shall pay, without condition and promptly under the Labor Code all wages conceded
10 due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

11 40. At all times relevant, Labor Code Section 510, and applicable Sections of the
12 California Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with
13 Defendants and continued to apply to his employment with Defendants. Labor Code Section 510
14 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that
15 any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be
16 paid at one and one-half times the employee's regular rate of pay. Any work performed in excess
17 of 12 hours in a workday must be compensated at the rate of no less than twice the regular rate of
18 pay for an employee.

19 41. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid
20 to all employees in California for all hours worked. Local minimum wage ordinances, may provide
21 for higher minimum wage rates that must be paid to employees for all hours worked in those locales
22 where each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay
23 less than the state or local minimum wage, whichever is higher, for any hour of work.

24 42. Labor Code Section 1194 provides that any employee receiving less than the legal
25 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
26 in a civil action the unpaid balance of the full amount of the minimum wage or overtime
27 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

1 43. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an
2 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

3 44. Labor Code Section 1198 prohibits Defendants from employing for longer hours or
4 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
5 set by the Labor Commissioner.

6 45. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Plaintiff
7 regularly worked more than 8, 10, and/or 12 hours per workday, more than 40 hours per workweek,
8 and/or more than 8 hours on the seventh consecutive day of work.

9 46. Plaintiff is informed, believes, and thereon alleges that at all relevant times,
10 Defendants failed to pay Plaintiff all wages for hours worked (including minimum and regular),
11 failed to pay overtime and double-time wages at the proper rates of pay, auto-deducted and rounded
12 meal periods, unlawfully deducted wages, and required off-the-clock work without compensation,
13 among other things.

14 47. As a direct and proximate result of Defendants' unlawful conduct, as set forth
15 herein, Plaintiff has sustained and continues to sustain damages, including loss of earnings
16 including minimum, regular, overtime, and double-time compensation due, in amounts to be
17 established at trial, plus prejudgment interest, attorneys' fees, and costs as permitted by law.

18 48. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
19 conduct described herein, committed an "intentional theft of wages in an amount greater than nine
20 hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
21 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period"
22 within the meaning of Penal Code Section 487m. Specifically, Defendants intentionally deprived
23 Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section
24 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the knowledge
25 that the wages, gratuities, benefits, or other compensation was due to Plaintiff under the law.
26 Plaintiff is thus entitled to recover from Defendants treble damages and costs, including reasonable
27 attorneys' fees, pursuant to Penal Code Section 496(c).

28 49. WHEREFORE, Plaintiff requests relief as described herein and below.

1 **SECOND CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(Against All Defendants)**

4 50. Plaintiff incorporates by reference the allegations in all paragraphs in this
5 Complaint as though fully set forth herein.

6 51. Labor Code Section 512(a) prohibits employers from employing any person for a
7 work period of more than five (5) hours without a meal period of not less than thirty (30)
8 uninterrupted minutes. Further, employers may not employ an employee for a work period of
9 more than ten (10) hours per day without providing the employee with a second meal period of
10 not less than thirty (30) minutes.

11 52. At all relevant times, Plaintiff regularly worked more than five (5) hours and 10
12 hours per workday without being provided an uninterrupted, off-duty 30-minute meal period
13 since Plaintiff's meal periods were late, interrupted, short, and/or on-duty.

14 53. During the relevant time period, Defendants failed to pay Plaintiff meal period
15 premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and the
16 applicable IWC Wage Order.

17 54. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow
18 Plaintiff to take meal breaks pursuant to Labor Code Section 512(a). As a result, Defendants are
19 liable to Plaintiff for premium compensation of one hour of pay at the employee's regular rate for
20 each workday that the meal period was not provided pursuant to Labor Code Section 226.7, in
21 amounts to be established at trial.

22 55. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
23 conduct described herein, committed an "intentional theft of wages in an amount greater than nine
24 hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
25 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period"
26 within the meaning of Penal Code Section 487m. Specifically, Defendants intentionally deprived
27 Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section
28 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the knowledge

1 that the wages, gratuities, benefits, or other compensation was due to Plaintiff under the law.
2 Plaintiff is informed, believes, and thereon alleges that meal period premiums are wages, gratuities,
3 benefits, or other compensation within the meaning of Penal Code Section 487m. Plaintiff is thus
4 entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees,
5 pursuant to Penal Code Section 496(c).

6 **THIRD CAUSE OF ACTION**

7 **REST PERIOD VIOLATIONS**

8 **(Against All Defendants)**

9 56. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
10 as though fully set forth herein.

11 57. California law and applicable Wage Orders require employers to authorize and
12 permit all employees to take uninterrupted rest periods. The rest period time shall be based on the
13 total hours worked daily at the rate of 10 minutes net rest time per four hours or major fraction
14 thereof.

15 58. During the relevant time period, Defendants failed to provide compliant rest breaks.
16 Specifically, Plaintiff had his rest breaks on-duty, interrupted, missed, or shortened. Consequently,
17 Plaintiff did not receive a 10-minute rest period for every four (4) hours worked or major fraction
18 thereof.

19 59. During the relevant time period, Defendants failed to pay Plaintiff rest period
20 premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the
21 applicable IWC Wage Order.

22 60. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow
23 Plaintiff to take rest periods pursuant to California law. As a result, Defendants are liable to
24 Plaintiff for premium compensation of one hour of pay at the employee's regular rate for each
25 workday that the rest period was not provided pursuant to Labor Code Section 226.7, in amounts
26 to be established at trial.

27 61. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
28 conduct described herein, committed an "intentional theft of wages in an amount greater than nine

1 hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
2 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period”
3 within the meaning of Penal Code Section 487m. Specifically, Defendants intentionally deprived
4 Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section
5 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the knowledge
6 that the wages, gratuities, benefits, or other compensation was due to Plaintiff under the law.
7 Plaintiff is informed, believes, and thereon alleges that rest period premiums are wages, gratuities,
8 benefits, or other compensation within the meaning of Penal Code Section 487m. Plaintiff is thus
9 entitled to recover from Defendants treble damages and costs, including reasonable attorneys’ fees,
10 pursuant to Penal Code Section 496(c).

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

13 **(Against All Defendants)**

14 62. Plaintiff hereby re-alleges and incorporates by reference the allegations in all
15 paragraphs in this Complaint as though fully set forth herein.

16 63. At all relevant times, Defendants had a duty to comply with Labor Code Sections
17 2800 and 2802. Defendants failed to comply with these indemnification and reimbursement
18 requirements with respect to Plaintiff.

19 64. Labor Code Section 2800 requires employers to indemnify employees for losses
20 caused by the employer’s want of ordinary care. To the extent Defendants claim that Plaintiff failed
21 to request, demand, notify or otherwise seek reimbursement for their expenses and losses,
22 Defendants were obligated to nevertheless indemnify Plaintiff due to their own negligence.

23 65. Labor Code Section 2802(a) requires that employers indemnify and reimburse
24 employees for all business expenses, which are defined as all necessary expenditures or losses
25 incurred by the employee in direct consequence of the discharge of the employee’s duties or
26 otherwise incurred based on the employee’s obedience to the employer’s directions. Labor Code
27 Section 2802(b) authorizes employees to recover in a court action interest which shall accrue from
28 the date on which the employee incurred the necessary expenditure or loss. Labor Code Section

1 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor Code
2 Section 2802, to also recover attorneys' fees and costs.

3 66. During the relevant time period, Defendants required Plaintiff to incur out-of-
4 pocket expenses without reimbursement, such as, using his personal cell phone to communicate
5 with Defendants and cleaning, washing, and ironing his uniform, which was Defendants' property.

6 67. As a result of Defendants' failure to indemnify and reimburse Plaintiff for all
7 business and work-related costs, expenditures, losses and expenses in accordance with Labor Code
8 Sections 2800 and 2802, Plaintiff is entitled to recover the full unreimbursed balance of
9 reimbursements, expenditures and losses, prejudgment interest, and statutory penalties, along with
10 attorneys' fees and costs in amounts to be established at trial.

11 **FIFTH CAUSE OF ACTION**

12 **WAGE STATEMENT VIOLATIONS**

13 **(Against All Defendants)**

14 68. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
15 as though fully set forth herein.

16 69. Labor Code Section 226(a) requires employers, at the time of each payment of
17 wages, to furnish each employee with an accurate statement itemizing, among other things: (1)
18 gross wages earned; (2) the total hours worked by the employee; (3) all deductions; (4) net wages
19 earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the
20 employee and his or her social security number (last four digits); (7) the name and address of the
21 legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period
22 and the corresponding number of hours worked at each hourly rate by the employee. Labor Code
23 § 1174 further requires that such payroll records be kept in a central location.

24 70. Labor Code Section 226(e) further provides that if an employer knowingly and
25 intentionally fails to provide a statement itemizing, among other things, the total hours worked by
26 the employee, then the employee is entitled to recover the greater of all actual damages or fifty
27 dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation,
28 up to four thousand dollars (\$4,000).

71. As alleged herein, Defendants failed to pay all wages, reimbursements, and premiums. Thus, Defendants have knowingly and intentionally failed to comply with the Labor Code on each and every wage statement that should have been provided to Plaintiff by failing to provide itemized wage statements to Plaintiff that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

72. By failing to keep accurate records and provide such records to Plaintiff as required by Labor Code Sections 226(a) and 1174, Defendants have injured Plaintiff and made it difficult to calculate the unpaid wages earned and due to Plaintiff. Moreover, Defendants' failure to comply with Labor Code Section 1174 is unlawful pursuant to Labor Code Section 1175.

73. Because of Defendants' willful failure to provide Plaintiff with accurate records as required by Labor Code Section 226(a), Plaintiff is entitled to damages pursuant to Labor Code Section 226(e) in amounts to be established at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PERMIT INSPECTION OR COPYING OF RECORDS

(Against All Defendants)

74. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint as though fully set forth herein.

75. Labor Code Section 226(b) and (c) require an employer to afford current and former employees the right to inspect or copy records pertaining to that current or former employee, upon reasonable request to the employer, as soon as practicable, but no later than 21 calendar days from the date of the request.

76. Labor Code Section 1198.5(a) and (b) require that within 30 days of an employer's receipt of a request, an employer afford every current and former employee the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

77. On or about June 6 and July 19, 2022, Plaintiff made written requests to Defendants for his wage records pursuant to Labor Code Sections 226 and 1198.5. Employer did not respond

1 and did not permit Plaintiff to inspect or copy any wage records or Plaintiff's personnel file. As a
2 proximate result of these violations, Plaintiff has been damaged in amounts to be established at
3 trial. Pursuant to Labor Code Sections 226(f) and 1198.5, Plaintiff is entitled to recover penalties
4 for a minimum of \$1,500 and an award of reasonable attorneys' fees and costs in connection with
5 his claims for these civil penalties.

6 78. Pursuant to the Labor Code, and because Plaintiff seeks to enforce important rights
7 affecting the public interest within the meaning of California Code of Civil Procedure Section
8 1021.5, Plaintiff is entitled to recover attorneys' fees incurred in prosecuting this action, as well as
9 his other costs and expenses of litigation.

10 **SEVENTH CAUSE OF ACTION**

11 **UNFAIR BUSINESS PRACTICES**

12 **(Against All Defendants)**

13 79. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
14 as though fully set forth herein.

15 80. The Unfair Competition Law as codified in California Business and Professions
16 Code Sections 17200 *et seq.* ("UCL") defines unfair business competition to include any "unlawful,
17 unfair or fraudulent" act or practice.

18 81. A business act or practice is "illegal" under the UCL if it violates any statute,
19 regulation, or ordinance

20 82. A business practice is "unfair" under the UCL if the reasons, justifications, and
21 motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

22 83. A business act or practice is "fraudulent" under the UCL if it is "likely to deceive"
23 members of the general public.

24 84. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful failure
25 to timely pay wages, meal and rest periods or compensation, provide accurate itemized wage
26 statements, reimburse expenses, among other things, constitute violations of the UCL.

27 85. Defendants' failure to pay Plaintiff in a lawful manner as set forth above and below
28 is fraudulent and deceptive and constitutes an ongoing and continuous unfair business practice

1 within the meaning of the UCL. Members of the public have been deceived in the past, and will be
2 in the future continue to be deceived, by these continuous unfair business practices.

3 86. The illegal conduct alleged in this Complaint is continuing, and there is no indication
4 that Defendants will not continue such activity in the future. Plaintiff alleges that if Defendants are
5 not enjoined from their illegal conduct, they will continue to fail to provide rest periods and meal
6 breaks or provide appropriate compensation in-lieu thereof.

7 87. A request for injunctive relief, restitution and for the disgorgement of unlawfully
8 earned profits is specifically authorized by the UCL. Thus, on behalf of himself and the general
9 public, Plaintiff seeks injunctive relief, restitution, and the disgorgement of all unlawfully earned
10 profits as a result of Defendants' alleged acts or omissions described in this Complaint.
11 Furthermore, Plaintiff requests attorneys' fees and costs pursuant to Code of Civil Procedure
12 Section 1021.5.

13 88. Plaintiff is informed, believes, and thereon alleges that unless restrained and ordered
14 to pay restitution and disgorge profits derived from said unfair and unlawful business practices,
15 Defendants will continue to engage in the alleged acts and/or omissions described in this
16 Complaint.

17 **EIGHTH CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

19 **(Against All Defendants)**

20 89. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
21 though fully set forth herein.

22 90. Pursuant to Labor Code Section 2699(a), any provision of the Labor Code that
23 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
24 divisions, commissions, boards, agencies or employees for violation of the code may, as an
25 alternative, can be recovered through a civil action brought by an aggrieved employee on behalf of
26 himself or herself and other current or former employees pursuant to the procedures specified in
27 Labor Code Section 2699.3.

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1 91. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
2 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
3 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
4 after 65 days have passed without notice from the LWDA.

5 92. On June 6, 2022, Plaintiff gave written notice of the specified provisions alleged to
6 have been violated, including the facts and theories to support the alleged violations, as required
7 by Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants
8 PREMIER and ELITE, and to the LWDA by electronically filing the notice via the Department of
9 Industrial Relations' website. More than 65 days have passed since Plaintiff submitted his PAGA
10 notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff has exhausted the
11 procedural requirements under Labor Code Section 2699.3 as to Defendants PREMIER and ELITE
12 and is therefore able to pursue a claim for penalties on behalf of himself and all other Aggrieved
13 Employees under PAGA.

14 93. For all provisions of the Labor Code except those for which a civil penalty is
15 specifically provided, Labor Code Section 2699(f) imposes upon Defendants PREMIER and
16 ELITE a penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
17 for the initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
18 period for each subsequent pay period in which PREMIER and ELITE violated these provisions of
19 the Labor Code.

20 94. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil
21 penalties for any alleged violation of the following provisions: subdivision (k) of Section 96,
22 Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
23 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223,
24 and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
25 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
26 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of
27 Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603,
28 604, 750, 7 51.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025,

1 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197,
2 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292,
3 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5,
4 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55,
5 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 17 00.26, 1700.31,
6 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and
7 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810,
8 subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, 6400, 6401, 6401.7,
9 6402, and 6403.

10 95. Labor Code Section 558(a) provides “[a]ny employer or other person acting on
11 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare Commission, or
13 violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 [of the Labor
14 Code], shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50)
15 for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For
16 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
17 period for which the employee was underpaid.”

18 96. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
19 individually or as an officer, agent, or employee of another person, who pays or causes to be paid
20 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
21 order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation
22 that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each
23 pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same
24 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
25 for which the employee is underpaid regardless of whether the initial violation is intentionally
26 committed.”

27 97. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a)
28 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)

1 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a
3 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
4 The civil penalties provided for in this section are in addition to any other penalty provided by law.”

5 98. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
6 maintain accurate and complete payroll records showing the hours worked daily by and the wages
7 paid to employees.

8 99. Plaintiff is informed, believes, and thereon alleges that Defendants PREMIER and
9 ELITE’s conduct with respect to Plaintiff and other Aggrieved Employees violates numerous Labor
10 Code Sections including, but not limited to, the following:

- 11 a. Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
12 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
13 regular, overtime, and double-time wages) owed to Plaintiff and other Aggrieved
14 Employees during employment and upon separation of employment as herein
15 alleged;
- 16 b. Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
17 periods to Plaintiff and other Aggrieved Employees and failure to pay premium
18 wages for missed meal periods as herein alleged;
- 19 c. Violation of Labor Code Sections 226.7 for failure to permit rest breaks to Plaintiff
20 and other Aggrieved Employees and failure to pay premium wages for missed rest
21 periods as herein alleged;
- 22 d. Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
23 itemized wage statements to Plaintiff and other Aggrieved Employees as herein
24 alleged;
- 25 e. Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate
26 records regarding the employment of Plaintiff and other Aggrieved Employees as
27 herein alleged; and
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- 1 f. Violation of Labor Code Sections 2800 and 2802 for failure to reimburse business
2 expenses to Plaintiff and other Aggrieved Employees as herein alleged.
- 3 g. Violation of Labor Code Section 233 for failure to permit Plaintiff and other
4 Aggrieved Employees to use their accrued and available sick leave entitlement by
5 implementing a policy and/or practice to exclude reference to Plaintiff and other
6 Aggrieved Employees' accrued and available sick leave entitlement from wage
7 statements.

8 100. As set forth above, Defendants have violated numerous provisions of the Labor
9 Code regulating hours and days of work, as well as the IWC Wage Orders. Accordingly, Plaintiff
10 also seeks the civil penalties set forth in Labor Code Sections 558 and 1197.1 for himself, the
11 underpaid employees, and the State of California.

12 101. Plaintiff is an "aggrieved employee" because Plaintiff was employed by Defendants
13 and had one or more of the alleged violations committed against him, and therefore is properly
14 suited to represent the interests of all other Aggrieved Employees.

15 102. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled
16 to recover civil penalties, in addition to other remedies, for violations of the foregoing sections of
17 the Labor Code.

18 103. Plaintiff is also entitled to attorneys' fees and costs for bringing this action.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually prays for relief and judgment against Defendants,
21 jointly and severally, as follows:

22 1. For compensatory damages and general damages according to proof with interest
23 thereon;

24 2. For economic and/or special damages, and/or liquidated damages according to proof
25 with interest thereon;

26 3. For other compensatory damages for emotional distress and other economic losses;

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1 4. For damages, monetary relief, wages, premiums, reimbursements, benefits and
2 penalties, including interest thereon;

3 5. For prejudgment interest on all sums recovered pursuant to other compensatory
4 damages at the legal rate from the date of injury or pursuant to California Code of Civil Procedure
5 Sections 3287 and 3289, and Labor Code Section 218.6;

6 6. For all damages and penalties available for violations of the Labor Code;

7 7. For waiting time penalties pursuant to Labor Code Section 203;

8 8. For liquidated damages pursuant to Labor Code Section 1194.2;

9 9. For treble damages pursuant to Penal Code Section 496(c);

10 10. For statutory penalties to the extent permitted by law, including those pursuant to
11 the Labor Code and IWC Wage Orders;

12 11. For injunctive relief, disgorgement, and restitution of all money and property
13 unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to
14 Business and Professions Code Sections 17200 *et seq.*;

15 12. For attorneys' fees pursuant to Labor Code Sections 226, 1194, 2802, Code of Civil
16 Procedure Section 1102.5 and any other applicable provisions of law;

17 13. For costs of suit incurred; and

18 14. For any other and further relief as the Court deems just and proper.

19 WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for
20 judgment against Defendants, jointly and severally, as follows:

21 15. For civil penalties against Defendants on behalf of all Aggrieved Employees
22 pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698 *et seq.*;

23 16. For reasonable attorneys' fees and costs of suit to the extent permitted by law,
24 including pursuant to Labor Code Sections 2699(g), 2802(c) and California Code of Civil
25 Procedure Section 1021.5; and
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17. For such other relief as the Court deems just and proper.

Dated: August 23, 2022

ALAMI LAW GROUP

By 
David Alami
Attorney for Plaintiff LORENZO JUSTICE

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated: August 23, 2022

ALAMI LAW GROUP

By 
David Alami
Attorney for Plaintiff LORENZO JUSTICE