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Los Angeles Superior Court

APR 19 2016

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

8 Attorneys for Plaintiff Mario Morales, individually,
9 and on behalf of all others similarly situated

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

MARIO MORALES, individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

WESTERN PACIFIC PULP AND PAPER, a
California corporation; and DOES 1 through
100 inclusive,

Defendants.

CASE NO.: **BC 617544**

CLASS ACTION COMPLAINT FOR:

1. Failure to provide meal periods
2. Failure to authorize and permit rest periods
3. Failure to provide accurate itemized wage statements and maintain required records
4. Failure to timely pay all wages upon termination of employment
5. Unfair Business Practices

REPRESENTATIVE ACTION FOR:

6. Representative Action for Civil Penalties for Violation of the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

COPY

1. The first part of the report is a description of the project and its objectives.

2. The second part is a description of the methodology used.

3. The third part is a description of the results of the study.

4. The fourth part is a description of the conclusions.

5. The fifth part is a description of the recommendations.

6. The sixth part is a description of the limitations of the study.

7. The seventh part is a description of the future research.

8. The eighth part is a description of the acknowledgments.

9. The ninth part is a description of the references.

10. The tenth part is a description of the appendices.

11. The eleventh part is a description of the glossary.

12. The twelfth part is a description of the index.

13. The thirteenth part is a description of the bibliography.

14. The fourteenth part is a description of the list of figures.

15. The fifteenth part is a description of the list of tables.

16. The sixteenth part is a description of the list of abbreviations.

17. The seventeenth part is a description of the list of symbols.

18. The eighteenth part is a description of the list of equations.

19. The nineteenth part is a description of the list of formulas.

20. The twentieth part is a description of the list of diagrams.

21. The twenty-first part is a description of the list of charts.

22. The twenty-second part is a description of the list of graphs.

23. The twenty-third part is a description of the list of maps.

24. The twenty-fourth part is a description of the list of photographs.

1 Named Plaintiff Mario Morales ("NAMED PLAINTIFF"), on behalf of himself and all
2 others similarly situated, hereby alleges as follows:

3 JURISDICTION AND VENUE

4 1. This Court is the proper Court, and this action is properly filed in the Superior
5 Court of the State of California, County of Los Angeles, because DEFENDANTS maintain offices
6 and facilities and transact business in the County of Los Angeles, and because DEFENDANTS'
7 illegal payroll policies and practices which are the subject of this action were applied, at least in
8 part, to NAMED PLAINTIFF and the proposed Class in the County of Los Angeles.

9 PLAINTIFFS

10 2. NAMED PLAINTIFF, on behalf of himself individually, and other similarly
11 situated current and former employees in the State of California (hereinafter collectively referred
12 to as the "CLASS," and defined more fully below) of DEFENDANT WESTERN PACIFIC PULP
13 AND PAPER, and Defendants DOES 1 through 100 ("DOES 1 through 100"), bring this Class
14 Action to recover, among other things, unpaid wages earned and penalties due from illegal meal
15 and rest period practices and policies, failure to provide accurate itemized wage statements and
16 maintain required records, failure to pay all wages upon termination of employment, unfair
17 business practices, interest, attorneys' fees, costs, and expenses. DEFENDANT WESTERN
18 PACIFIC PULP AND PAPER and DOES 1 through 100 are sometimes hereinafter collectively
19 referred to as "DEFENDANTS". NAMED PLAINTIFF reserves the right to name additional
20 class representatives.

21 3. NAMED PLAINTIFF is a resident of California. DEFENDANT WESTERN
22 PACIFIC PULP AND PAPER employed NAMED PLAINTIFF as an hourly-paid, non-exempt
23 employee from approximately February 2015 to August 24, 2015.

24 4. The proposed CLASS consists of all persons employed by DEFENDANTS in any
25 non-exempt position in California at any time during the period beginning four years before the
26 filing of the initial complaint in this action and ending when notice to the CLASS is sent.
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DEFENDANTS

5. At all relevant times alleged herein, NAMED PLAINTIFF is informed and believes, and thereon alleges that DEFENDANT WESTERN PACIFIC PULP AND PAPER is, and at all times relevant hereto was a corporation organized and existing under and by virtue of the laws of the State of California. NAMED PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT WESTERN PACIFIC PULP AND PAPER is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT WESTERN PACIFIC PULP AND PAPER maintains offices and conducts business in, and engages in illegal payroll practices or policies in the County of Los Angeles, State of California.

6. The true names and capacities of DOES 1 through 100, inclusive, are unknown to NAMED PLAINTIFF who therefore sues said DOES 1 through 100 by fictitious names. NAMED PLAINTIFF will amend this Complaint to show their true names and capacities when they have been ascertained.

7. Upon information and belief, DEFENDANT WESTERN PACIFIC PULP AND PAPER engaged in the same illegal payroll practices as DOES 1 through 100, through methods and schemes which include but are not limited to formulating, participating in and directing the illegal payroll practices and policies, sharing computer servers, personnel, payroll systems and databases, and giving and receiving advice on payroll human resource issues as an ostensible or actual single entity, joint enterprise, joint employer, alter ego, division, affiliate, subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner, joint venturer, and/or guarantor.

8. Upon information and belief, DEFENDANT WESTERN PACIFIC PULP AND PAPER was the alter ego, division, affiliate, integrated enterprise, joint employer, subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner, joint venturer, guarantor, actual or ostensible, of each other and of DOES 1 through 100.

1 9. All claims against DEFENDANT WESTERN PACIFIC PULP AND PAPER are
2 therefore also pled against DOES 1 through 100.

3 10. NAMED PLAINTIFF is informed and believes, and thereon alleged that each and
4 every of the acts and omissions alleged herein were performed by, and/or attributable to, all
5 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
6 of each of the other DEFENDANTS, and that said acts and failure to act were within the course
7 and scope of said agency, employment and/or direction and control.

8 11. The DEFENDANTS, and each of them, were at all relevant times the joint
9 employer of NAMED PLAINTIFF and the CLASS.

10 12. The DEFENDANTS, and each of them, were alter egos of each other and/or were
11 operating as an integrated enterprise with each other.

12 13. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
13 them, acted pursuant to and in furtherance of their policies and practices of not paying NAMED
14 PLAINTIFF and the CLASS all wages earned and due, through methods and schemes including,
15 but not limited to, failing to provide meal periods as required by law; failing to pay premium
16 wages for meal period violations; failing to authorize and permit rest periods as required by law;
17 failing to pay premium wages for rest period violations; failing to provide accurate wage
18 statements as required by law; failing to properly maintain records; and failing to pay all wages
19 due to employees upon termination of their employment in violation of the California Labor Code
20 and Industrial Welfare Commission Order ("IWC Wage Order"); and unlawful business practices.

21 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
22 NAMED PLAINTIFF and the CLASS have suffered and continue to suffer from loss of earnings
23 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
24 Court.

25 **FACTS COMMON TO ALL CAUSES OF ACTION**

26 15. In approximately February of 2015, NAMED PLAINTIFF commenced
27 employment with DEFENDANT WESTERN PACIFIC PULP AND PAPER as a non-exempt,
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1 hourly employee. NAMED PLAINTIFF's job position during his employment with
2 DEFENDANT WESTERN PACIFIC PULP AND PAPER was driver.

3 16. Throughout the time period involved in this case, DEFENDANTS have wrongfully
4 failed to provide NAMED PLAINTIFF and the CLASS with timely and duty-free meal periods as
5 required by California law. Specifically, DEFENDANTS failed to provide NAMED PLAINTIFF
6 and the CLASS with uninterrupted, duty-free meal periods of at least thirty (30) minutes in length
7 within the first five (5) hours of work during their shifts. Moreover, DEFENDANTS routinely
8 failed to provide NAMED PLAINTIFF and the CLASS with a second uninterrupted, duty-free
9 meal period of at least thirty (30) minutes in length on shifts in which NAMED PLAINTIFF and
10 the CLASS worked more than ten (10) hours.

11 17. Throughout the time period involved in this case, DEFENDANTS failed to pay
12 NAMED PLAINTIFF and the CLASS one (1) hour of pay at NAMED PLAINTIFF and the
13 CLASS' regular rate of compensation for each workday that a meal period was not provided in
14 compliance with California law.

15 18. Throughout the time period involved in this case, DEFENDANTS have wrongfully
16 failed to authorize and permit NAMED PLAINTIFF and the CLASS to take timely and duty-free
17 rest periods. DEFENDANTS regularly required NAMED PLAINTIFF and the CLASS to work in
18 excess of four consecutive hours a day without DEFENDANTS authorizing and permitting them
19 to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or
20 major fraction of four hours). Instead, DEFENDANTS' policy and practice was for NAMED
21 PLAINTIFF and the CLASS to work through rest periods and to not authorize or permit them to
22 take rest periods.

23 19. Throughout the time period involved in this case, DEFENDANTS failed to pay
24 NAMED PLAINTIFF and the CLASS one (1) hour of pay at NAMED PLAINTIFF and the
25 CLASS' regular rate of compensation for each workday that a rest period was not provided in
26 compliance with California law.

1 20. DEFENDANTS willfully failed and refused to pay NAMED PLAINTIFF and the
2 CLASS at the conclusion of their employment for the above-listed practices with respect to meal
3 periods and rest periods. NAMED PLAINTIFF's employment with DEFENDANT WESTERN
4 PACIFIC PULP AND PAPER terminated on or around August 24, 2015. To date, NAMED
5 PLAINTIFF has not been paid all the wages and monies owed to him by DEFENDANT
6 WESTERN PACIFIC PULP AND PAPER. As a result, DEFENDANT WESTERN PACIFIC
7 PULP AND PAPER violated California Labor Code sections 201 through 203.

8 21. Given the meal period violations, rest period violations, and failure of
9 DEFENDANTS to compensate their employees fully, as set forth above, DEFENDANTS, as a
10 matter of routine practice and policy, did not furnish NAMED PLAINTIFF and the CLASS with
11 accurate itemized wage statement that complied with California law. As a result of these
12 violations of California Labor Code § 226(a), NAMED PLAINTIFF and the CLASS suffered
13 injury because, among other things: (a) the violations led them to believe that they were not
14 entitled to be paid meal and rest period premium wages, even though they were entitled; (b) the
15 violations led them to believe that they had been paid meal and rest period premium wages, even
16 though they had not been; (c) the violations hindered them from determining the amount of meal
17 and rest period premium wages owed to them; (d) in connection with their employment before and
18 during this action, and in connection with prosecuting this action, the violations caused them to
19 have to perform mathematical computations to determine the amounts of wages owed to them,
20 computations they would not have to make if the wage statements contained the required accurate
21 information; (e) by understating the wages truly due them, the violations caused them to lose
22 entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and
23 other governmental benefits; (f) the wage statements inaccurately understated the wages, hours,
24 and wage rates to which NAMED PLAINTIFF and the CLASS were entitled, and NAMED
25 PLAINTIFF and the CLASS were paid less than the wages and wage rates to which they were
26 entitled. Thus, NAMED PLAINTIFF and the CLASS are owed the amounts provided for in
27 Labor Code § 226(e).
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1 22. DEFENDANTS' illegal policies and practices were applied consistently to the
2 CLASS. These policies were designed for the sole and exclusive benefit of DEFENDANTS.

3 23. DEFENDANTS' aforementioned unlawful policies and practices were in effect
4 throughout the CLASS' employment with DEFENDANTS, and were applied uniformly to
5 NAMED PLAINTIFF and the CLASS.

6
7 **CLASS ACTION DESIGNATION**

8 24. NAMED PLAINTIFF brings this action individually, as well as on behalf of each
9 and all other persons similarly situated, and thus, seeks class certification under California Code
10 of Civil Procedure § 382.

11 25. All claims alleged herein arise under California law for which NAMED
12 PLAINTIFF seeks relief authorized by California law.

13 26. The proposed CLASS consists of and is defined as:

14 All current and former non-exempt employees of DEFENDANTS, that worked for
15 DEFENDANTS in the State of California, for a period of time within the four (4)
16 years preceding the filing of this action.

17 27. NAMED PLAINTIFF reserves the right to establish other sub-classes as
18 appropriate.

19 28. At all material times, NAMED PLAINTIFF was a member of the CLASS.

20 29. NAMED PLAINTIFF undertakes this concerted activity to improve the wages and
21 working conditions of all members of the CLASS.

22 30. NAMED PLAINTIFF'S first five causes of action, namely, failure to provide
23 required meal periods; failure to authorize and permit rest periods; failure to provide accurate
24 itemized wage statements and maintain required records; failure to pay all wages upon termination
25 of employment; and unfair business practices are appropriately suitable for class treatment
26 because:

- 27 (a) Numerosity: The members of the CLASS (and each subclass, if any) are so
28 numerous that joinder of all members would be unfeasible and impractical.

1 (b) Typicality: NAMED PLAINTIFF is qualified to, and will, fairly and
2 adequately protect the interests of each CLASS member with whom there is a
3 shared, well-defined community of interest, and NAMED PLAINTIFF's claims
4 (or defenses, if any) are typical of all CLASS members' claims as demonstrated
5 herein.

6 (c) Adequacy: NAMED PLAINTIFF is qualified to, and will, fairly and
7 adequately protect the interests of each CLASS member with whom there is a
8 shared, well-defined community of interest and typicality of claims, as
9 demonstrated herein. NAMED PLAINTIFF has no conflicts with or interests
10 antagonistic to any CLASS member. NAMED PLAINTIFF's attorneys, the
11 proposed class counsel, are versed in the rules governing class action
12 discovery, certification, and settlement. NAMED PLAINTIFF has incurred,
13 and throughout the duration of this action, will continue to incur costs and
14 attorneys' fees that have been, are, and will be necessarily expended for the
15 prosecution of this action for the substantial benefit of each CLASS member.

16 (d) Superiority: A Class Action is superior to other available methods for the fair
17 and efficient adjudication of the controversy, including consideration of:

- 18 i. The interests of the members of the CLASS in individually controlling
19 the prosecution or defense of separate actions;
- 20 ii. The extent and nature of any litigation concerning the controversy
21 already commenced by or against members of the CLASS;
- 22 iii. The desirability or undesirability of concentrating the litigation of the
23 claims in the particular forum; and
- 24 iv. The difficulties likely to be encountered in the management of a class
25 action.

26 (e) Public Policy Considerations: The public policy of the State of California is to
27 resolve the Labor Code claims of many employees through a class action.
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1 Indeed, current employees are often afraid to assert their rights out of fear of
2 direct or indirect retaliation. Former employees are also fearful of bringing
3 actions because they believe their former employers might damage their future
4 endeavors through negative references and/or other means. Class actions
5 provide the class members who are not named in the complaint with a type of
6 anonymity that allows for the vindication of their rights at the same time as
7 their privacy is protected.

8 31. There are common questions of law and fact as to the CLASS (and each subclass,
9 if any) that predominate over questions affecting only individual members, including without
10 limitation, whether, as alleged herein, DEFENDANTS have:

- 11 (a) Failed to provide meal periods and pay meal period premium wages to CLASS
12 members;
13 (b) Failed to authorize and permit rest periods and pay rest period premium wages
14 to CLASS members;
15 (c) Failed to maintain accurate records of the time worked by CLASS members;
16 (d) Failed to promptly pay all wages due to CLASS members upon their discharge
17 or resignation;
18 (e) Failed to provide CLASS members with accurate wages statements;
19 (f) Violated Business & Professions Code §§ 17200 et. seq. as a result of their
20 illegal conduct as described above.

21 32. This Court should permit this action to be maintained as a class action pursuant to
22 California Code of Civil Procedure § 382 because:

- 23 (a) The questions of law and fact common to the CLASS predominate over any
24 question affecting only individual members;
25 (b) A class action is superior to any other available method for the fair and efficient
26 adjudication of the claims of the members of the CLASS;
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- 1 (c) The members of the CLASS are so numerous that it is impractical to bring all
2 members of the class before the Court;
- 3 (d) NAMED PLAINTIFF, and the other members of the CLASS, will not be able
4 to obtain effective and economic legal redress unless the action is maintained as
5 a class action;
- 6 (e) There is a community of interest in obtaining appropriate legal and equitable
7 relief for the statutory violations, and in obtaining adequate compensation for
8 the damages and injuries for which DEFENDANTS are responsible in an
9 amount sufficient to adequately compensate the members of the CLASS for the
10 injuries sustained;
- 11 (f) Without class certification, the prosecution of separate actions by individual
12 members of the CLASS would create a risk of:
- 13 i. Inconsistent or varying adjudications with respect to individual
14 members of the CLASS which would establish incompatible standards
15 of conduct for DEFENDANTS; and/or
- 16 ii. Adjudications with respect to the individual members which would, as a
17 practical matter, be dispositive of the interests of other members not
18 parties to the adjudications, or would substantially impair or impede
19 their ability to protect their interests, including but not limited to the
20 potential for exhausting the funds available from those parties who are,
21 or may be, responsible DEFENDANTS; and,
- 22 (g) DEFENDANTS have acted or refused to act on grounds generally applicable to
23 the CLASS, thereby making final injunctive relief appropriate with respect to
24 the class as a whole.

25 33. NAMED PLAINTIFF contemplates the eventual issuance of notice to the proposed
26 members of the CLASS that would set forth the subject and nature of the instant action. The
27 DEFENDANTS' own business records may be utilized for assistance in the preparation and
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1 issuance of the contemplated notices. To the extent that any further notices may be required,
2 NAMED PLAINTIFF would contemplate the use of additional techniques and forms commonly
3 used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or
4 combinations thereof, or by other methods suitable to the CLASS and deemed necessary and/or
5 appropriate by the Court.

6
7 **FIRST CAUSE OF ACTION**
8 **Failure to Provide Meal Periods**
9 **[California Labor Code §§ 226.7, 512, 558]**
10 **(Against All Defendants)**

11 34. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
12 forth the allegations in paragraph 1 through 33, inclusive.

13 35. Under California law, DEFENDANTS have an affirmative obligation to relieve
14 NAMED PLAINTIFF and the CLASS of all duty in order to take their first daily meal periods no
15 later than the start their sixth hour of work in a workday, to take their second meal periods no later
16 than the start of the eleventh hour of work in the workday, and to provide meal periods to their
17 employees as required under California Labor Code §§ 226.7, 512, and the IWC Wage Order.

18 36. Despite these legal requirements, DEFENDANTS regularly failed to provide
19 NAMED PLAINTIFF and the CLASS with meal periods as required by California law.

20 37. Under California law, NAMED PLAINTIFF and the CLASS are entitled to be paid
21 one hour of additional wages for each instance he or she was not provided with all required meal
22 period(s).

23 38. DEFENDANTS regularly failed to pay NAMED PLAINTIFF and the CLASS the
24 additional wages to which they were entitled for meal periods and that were not provided.

25 39. As a result, DEFENDANTS are liable to NAMED PLAINTIFF and the CLASS for
26 one hour of additional wages for each work day for a meal period that was not provided.

27 40. DEFENDANTS are also liable to the CLASS for the civil penalties provided for in
28 Labor Code § 558 because of the violations alleged in this cause of action.

1 41. As a proximate result of the aforementioned violations, the CLASS has been
2 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
3 penalties, attorneys' fees, expenses and costs of suit.
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5 **SECOND CAUSE OF ACTION**
6 **Failure to Authorize and Permit Rest Periods**
7 **[California Labor Code §§ 226.7, 512, 558]**
8 **(Against All Defendants)**

9 42. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
10 forth the allegations in paragraphs 1 through 41, inclusive.

11 43. DEFENDANTS are required by California law to authorize and permit breaks of
12 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more
13 than two hours). That is, the required number of rest breaks is equal to the number of work hours
14 divided by four, and if the work time is not evenly divided by four, if the remaining fractional part
15 is two hours or less it is rounded down, and if it is more than two hours, it is rounded up. Thus,
16 for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to
17 two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of
18 California's rest break laws.

19 44. Despite these legal requirements, at all times relevant herein, as part of their illegal
20 payroll policies and practices to deprive their non-exempt employees all wages earned and due,
21 DEFENDANTS failed to authorize NAMED PLAINTIFF and the CLASS to take rest periods as
22 required under California Labor Code §§ 226.7, 512, and the IWC Wage Orders.

23 45. Under California law, NAMED PLAINTIFF and the CLASS are entitled to be paid
24 one hour of premium wages rate for each instance he or she was not provided with all required
25 rest period(s).

26 46. DEFENDANTS regularly failed to pay NAMED PLAINTIFF and the CLASS the
27 additional wages to which they were entitled for rest periods DEFENDANTS failed to authorize
28 and permit. As a result, DEFENDANTS are liable to NAMED PLAINTIFF and the CLASS for
one hour of additional wages for each work day when they did not receive a rest period.

1 47. DEFENDANTS are also liable to NAMED PLAINTIFF and the CLASS for the
2 civil penalties provided for in Labor Code § 558 because of the violations alleged in this cause of
3 action.

4 48. As a proximate result of the aforementioned violations, the CLASS has been
5 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
6 penalties, attorneys' fees and expenses and costs of suit.

7
8 **THIRD CAUSE OF ACTION**
9 **Failure to Provide Accurate Itemized Wage Statements and Maintain Required Records**
10 **[California Labor Code §§ 226, 226.3, 1174, and 1174.5]**
11 **(Against All Defendants)**

12 49. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
13 forth the allegations in paragraph 1 through 48 inclusive.

14 50. At all material times set forth herein, California Labor Code § 226(a) provides that
15 every employer shall furnish each of his or her employees an accurate itemized wage statement in
16 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
17 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if
18 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
19 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
20 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
21 and the last four digits of his or her social security number of an employee identification number
22 other than a social security number, (8) the name and address of the legal entity that is the
23 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
24 number of hours worked at each hourly rate by the employee.

25 51. DEFENDANTS have intentionally and willfully failed to provide employees with
26 complete and accurate wage statements. The deficiencies include, among other things, the failure
27 to correctly identify the gross wages earned by NAMED PLAINTIFF and the CLASS, the failure
28 to list the true "total hours worked by the employee," and the failure to list the true net wages
earned.

1 52. NAMED PLAINTIFF and the CLASS have been injured by DEFENDANTS'
2 intentional violation of California Labor Code § 226(a) because they were denied both their legal
3 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
4 California Labor Code § 226(a).

5 53. At all relevant times herein, as part of their illegal payroll policies and practices to
6 deprive their non-exempt employees all wages earned and due, DEFENDANTS also failed to
7 maintain records as required under Labor Code §§ 1174, 1174.5 and the IWC Wage Order,
8 including, but not limited to, failing to maintain accurate records as to all hours worked by an
9 employee and applicable rates of pay, records of meal periods, wages earned for meal period and
10 rest violations, and accurate itemized statements.

11 54. As a proximate result of the aforementioned violations, the CLASS has been
12 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
13 penalties, attorneys' fees, and expenses and costs of suit.

14
15 **FOURTH CAUSE OF ACTION**
16 **Failure to Pay All Wages Upon Termination of Employment**
 [California Labor Code §§ 201, 202, 203, 227.3]
 (Against All Defendants)

17 55. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
18 forth the allegations in paragraphs 1 through 54, inclusive.

19 56. Pursuant to California Labor Code §§ 201 and 202, employers, including
20 DEFENDANTS, must make timely payment of the full wages due to their employees who quit or
21 have been discharged. California Labor Code § 203 provides waiting time penalties for violations
22 of §§ 201 and 202.

23 57. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
24 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
25 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
26 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
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1 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or her wages at the time of quitting.

3 58. California Labor Code § 203 provides that if an employer willfully fails to pay
4 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
5 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
6 commenced; but the wages shall not continue for more than thirty (30) days.

7 59. Within the applicable statute of limitations, the employment of NAMED
8 PLAINTIFF and many other members of the CLASS ended, i.e. was terminated by quitting or
9 discharge, and the employment of others will be. However, during the relevant time period,
10 DEFENDANTS failed, and continue to fail to pay NAMED PLAINTIFF and terminated CLASS
11 members, without abatement, all wages required to be paid by California Labor Code sections 201
12 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
13 DEFENDANTS' employ.

14 60. DEFENDANTS' failure to pay NAMED PLAINTIFF and those CLASS members
15 who are no longer employed by DEFENDANTS their wages earned and unpaid at the time of
16 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of
17 California Labor Code §§ 201 and 202.

18 61. DEFENDANTS have committed and continue to commit the acts alleged herein
19 knowingly and willfully, with the wrongful and deliberate intention of injuring NAMED
20 PLAINTIFF and the CLASS' rights. As a direct result, NAMED PLAINTIFF and the CLASS
21 have suffered and continue to suffer substantial losses related to the use and enjoyment of such
22 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
23 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
24 in amounts according to proof at time of trial, and within the jurisdiction of this Court. NAMED
25 PLAINTIFF and the CLASS are therefore also entitled to waiting time penalties pursuant to
26 California Labor Code § 203, which provides that an employee's wages will continue as a penalty
27 for up to thirty (30) days from the time the wages are due.
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FIFTH CAUSE OF ACTION
Unfair Business Practices
[California Business and Professions Code §§ 17200, et seq.]
(Against All Defendants)

62. NAMED PLAINTIFF incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 61, inclusive.

63. DEFENDANTS' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to the CLASS, and to the general public. The CLASS seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 17200, et seq.

64. By violating the California Business & Professions Code § 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business and Professions Code § 17200, et seq.

65. By violating the foregoing statutes, DEFENDANTS' acts constitute unfair and unlawful business practices under California Business and Professions Code § 17200, et seq.

66. DEFENDANTS' violation of California wage and hour laws constitutes a business practice because it was done repeatedly over a significant period of time, and in a systematic manner to the detriment of the CLASS.

67. The CLASS has suffered damages and request damages and/or restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but within the jurisdiction of this Court.

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1 **REPRESENTATIVE ACTION**

2 **SIXTH CAUSE OF ACTION**

3 **Representative Action for Civil Penalties for Violation of the Labor Code Private Attorneys**
4 **General Act of 2004**
5 **[California Labor Code §§ 2698-2699.5]**
6 **(Against All Defendants)**

7 68. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
8 forth the allegations in paragraphs 1 through 67, inclusive, with exception to the allegations
9 concerning class action designation, paragraphs 24 through 33.

10 69. Labor Code § 2699(a) specifically provides for a private right of action to recover
11 penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
12 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
15 civil action brought by an aggrieved employee on behalf of himself or herself and other current
16 and former employees."

17 70. This action is appropriately suited for a Representative Action because:

- 18 (a) The individuals that NAMED PLAINTIFF seeks to represent are a significant
19 number. Joinder of all current and former employees individually would be
20 impractical.
- 21 (b) This action involves common questions of law and fact to the potential
22 representative group because the action focuses on DEFENDANTS' systematic
23 course of illegal payroll practices and policies, which was applied to all hourly
24 employees in violation of the California Labor Code, and the California
25 Business and Professions Code which prohibits unfair business practices
26 arising from such violations.
- 27 (c) The claims of the NAMED PLAINTIFF are typical of the representative group
28 because DEFENDANTS subjected all of their hourly employees to the identical
violations of the California Labor Code and California Business and
Professions Code.

1 (d) The NAMED PLAINTIFF is able to fairly and adequately protect the interests
2 of all members of the representative group because it is in NAMED
3 PLAINTIFF'S best interest to prosecute the claims alleged herein to collect
4 civil penalties due to NAMED PLAINTIFF arising from DEFENDANTS'
5 illegal wage and hour violations.

6 71. NAMED PLAINTIFF has complied with the requirements set forth in California
7 Labor Code § 2699.3.

8 72. Pursuant to California Labor Code §§ 2698-2699.5, the CLASS is entitled to
9 collect civil penalties from DEFENDANTS in a representative action for the California Labor
10 Code violations set forth above. The CLASS therefore seek to collect civil penalties on behalf of
11 the State of California for DEFENDANTS' violations of California Labor Code including, but not
12 limited to, §§ 201, 202, 203, 204, 226, 226.7, 512, 558, 1174, and 1174.5, which include, but are
13 not limited to, penalties under Labor Code sections 2699, 210, 226.3, 558, and 1174.5.

14 73. NAMED PLAINTIFF is entitled to an award of civil penalties as set forth in Labor
15 Code section 2699 on behalf of himself and the employees of DEFENDANTS. The exact amount
16 of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These
17 penalties are in addition to all other remedies permitted by law.

18 74. In addition, NAMED PLAINTIFF seeks and award of reasonable attorney's fees
19 and costs pursuant to Labor Code section 2699(g)(1), which states, "Any employee who prevails
20 in any action shall be entitled to an award of reasonable attorney's fees and costs."

21 **WHEREFORE**, NAMED PLAINTIFF, individually, in a representative capacity, and on
22 behalf of all other persons similarly situated, by his attorneys, respectfully prays for relief against
23 DEFENDANTS and DOES 1 through 100 inclusive, and each of them on each and every one of
24 the FIRST THROUGH SIXTH CAUSES OF ACTION as appropriate under the facts and laws of
25 the case, as follows:

- 26 1. For compensatory damages, including without limitation special damages,
27 general damages, incidental damages, and consequential damages, to the
28

- 1 extent allowed by law;
- 2 2. For liquidated damages to the extent allowed by law;
- 3 3. For nominal damages to the extent allowed by law and to the extent not
- 4 subsumed in or superseded by compensatory damages or liquidated
- 5 damages;
- 6 4. For restitution and/or disgorgement to the extent allowed by law;
- 7 5. For statutory penalties to the extent allowed by law, including without
- 8 limitation any section, subsection, or provision of the Labor Code and/or
- 9 the IWC Wage Order;
- 10 6. For civil penalties to the extent allowed by law, including without limitation
- 11 any section, subsection, or provision of the Labor Code and/or the IWC
- 12 Wage Order;
- 13 7. For a preliminary injunction, permanent injunction, and/or other equitable
- 14 relief to the extent allowed by law;
- 15 8. For declaratory judgment declaring the rights vis-a-vis any or all
- 16 Defendants and/or any represented employee person or any class or
- 17 subclass member;
- 18 9. For prejudgment interest at the statutory rate of 10 per cent per annum to
- 19 the fullest extent allowable or required by law;
- 20 10. For costs and disbursements to the fullest extent allowable or required by
- 21 law;
- 22 11. For reasonable attorneys' fees to the fullest extent allowable or required by
- 23 law; and
- 24 12. For such other, further, or different relief as the Court may appear proper.
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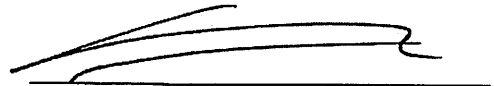
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1 Dated: April 18, 2016

RASTEGAR LAW GROUP, APC

2
3 By:



4 Farzad Rastegar

5 Attorneys for Plaintiff Mario Morales,
6 individually, and on behalf of all
7 others similarly situated
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DEMAND FOR JURY TRIAL

NAMED PLAINTIFF hereby demand a jury trial with respect to all issues triable of right
by jury.

Dated: April 18, 2016

RASTEGAR LAW GROUP, APC

By:



Farzad Rastegar

Attorneys for Plaintiff Mario Morales,
individually, and on behalf of all
others similarly situated