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Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiff, Christian Arellano, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

CHRISTIAN ARELLANO, on behalf of
himself and all others similarly situated, and
the general public, and as an "Aggrieved
Employee" on behalf of other "Aggrieved
Employees" under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

MARINA WAY, INC., a California
corporation; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: C25-01937

**CLASS ACTION
COMPLAINT FOR:**

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

SUMMONS ISSUED

JURY TRIAL DEMANDED

1 Plaintiff, CHRISTIAN ARELLANO (hereafter “Plaintiff”), on behalf of himself and
2 all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order Nos. 5-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against MARINA
7 WAY, INC. and DOES 1 to 25, inclusive (“MARINA WAY” or “Defendants”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
9 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
10 related relief. These claims are based on Defendants’ failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements; and

19 (H) Timely pay wages during and upon termination of employment.

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class and
22 representative action.

23 **II. THE PARTIES**

24 3. Plaintiff CHRISTIAN ARELLANO is a resident of San Pablo, California. At
25 all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code
26 of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor
27 Code Section 2699(c).

28 4. At all times mentioned herein, Defendant MARINA WAY, INC. is and was a

1 California corporation, located at 93 Underhill Road, Orinda, CA 94563, and which employed
2 Plaintiff. As such, it is a citizen of California based on Plaintiff's information and belief.

3 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
5 is informed and believes and thereon alleges that said defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
7 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
8 defendants when ascertained.

9 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
11 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
12 and scope of such agency or employment, and with the approval and ratification of each of the
13 other Defendants.

14 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
16 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
17 Members or otherwise complying with their rights in accordance with applicable California
18 labor laws as alleged herein.

19 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
20 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
21 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
22 below-described class in accordance with applicable laws as alleged herein.

23 **III. CLASS ALLEGATIONS**

24 9. This action has been brought and may be maintained as a class action pursuant
25 to California Code of Civil Procedure section 382 because there is a well-defined community
26 of interest among the persons who comprise the readily ascertainable class defined below and
27 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
28 as a class action.

1 10. **Class Definition:** The Class is defined as follows: All persons Defendants
2 employed in California (at all different restaurant locations) as hourly, non-exempt employees,
3 at any time during the period beginning four years prior to the filing of this action and ending
4 on the date that final judgment is entered in this action (“Class” or “Class Members”).

5 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
6 the right to amend or modify the class definition with greater specificity, by further division
7 into subclasses and/or by limitation to particular issues.

8 12. **Numerosity:** The Class Members are so numerous that the individual joinder
9 of each individual Class Member is impractical. While Plaintiff does not currently know the
10 exact number of Class Members, Plaintiff is informed and believes that the actual number
11 exceeds the minimum required for numerosity under California laws.

12 13. **Commonality and Predominance:** Common questions of law and fact exist as
13 to all Class Members and predominate over any questions which affect only individual Class
14 Members. These questions include, but are not limited to:

15 A. Whether Defendants failed to pay all wages earned to Class Members for
16 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
17 split shift premium, meal period premium and rest period premium wages;

18 B. Whether Defendants failed to provide the Class Members with all meal
19 periods in compliance with California law;

20 C. Whether Defendants failed to authorize and permit the Class Members to
21 take all rest periods in compliance with California law;

22 D. Whether Defendants failed to indemnify the Class Members for the
23 reasonable expenses they incurred during the course of performing their duties;

24 E. Whether Defendants failed to provide the Class Members with
25 proper/accurate sick pay;

26 F. Whether Defendants knowingly and intentionally failed to provide the
27 class with accurate and complete itemized wage statements;

28 G. Whether Defendants willfully failed to provide the class with timely

1 wages during and upon termination of employment;

2 H. Whether Defendants engaged in unfair competition within the meaning of
3 Business and Professions Code sections 17200, et seq., with respect to the Class; and

4 I. Whether Class Members are entitled to restitution of money or property
5 that Defendants may have acquired from them through alleged Labor Code violations.

6 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
7 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
8 practice, or lack thereof, which resulted in Defendants failing to comply with the California
9 Labor Code, the Wage Order, and the Business and Professions Code.

10 15. **Adequacy of Class Representative:** Plaintiff is an adequate class
11 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
12 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
13 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
14 interests of Class Members.

15 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
16 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
17 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
18 on behalf of Plaintiff and absent Class Members.

19 17. **Superiority:** A class action is vastly superior to other available means for fair
20 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
21 the Court. Class action treatment will allow a number of similarly situated persons to
22 simultaneously and efficiently prosecute their common claims in a single forum without the
23 unnecessary duplication of effort and expense that numerous individual actions would entail.
24 In addition, the monetary amounts due to many individual Class Members are likely to be
25 relatively small and would thus make it difficult, if not impossible, for individual Class
26 Members to both seek and obtain relief. Moreover, a class action will serve an important
27 public interest by permitting Class Members to effectively pursue the recovery of monies
28 owed to them. Further, a class action will prevent the potential for inconsistent or

1 contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 18. Wage Order 5-2001 applies to “all persons employed in the public
4 housekeeping industry,” where “Public Housekeeping Industry” includes “Restaurants” (Id.,
5 §§ 1 & 2(P)(1).). At all relevant times during the applicable limitations period, MARINA
6 WAY operated Burger King restaurants. Accordingly, Plaintiff and the Class Members are
7 entitled to the protections provided under the Wage Order.

8 19. Plaintiff started working for MARINA WAY at a Burger King restaurant
9 located at 1300 MacDonald Ave. in Richmond, CA on or around February 23, 2023. His latest
10 position with the company was as a cook and he was also in charge of the drive-through.
11 Plaintiff was classified as an hourly, non-exempt employee and his latest rate of pay was
12 \$20/hour. His employment with MARINA WAY ended on or around November 22, 2024.

13 20. MARINA WAY violated Labor Code § 1194, 1194.2, 1197, and 1197.1
14 because it failed to pay Plaintiff and other similarly situated Class Members for all hours
15 worked, including the statutory minimum wage for all hours worked and for “off the clock”
16 work. Management would order that Plaintiff perform “off the clock” work, including
17 cleaning certain areas of the restaurant and lift boxes in order to store them AFTER Plaintiff
18 had already clocked out. Moreover, Plaintiff and the other Class Members would be
19 interrupted during their meal breaks in that they would have to perform work-related tasks
20 while they were clocked out, which would also amount to a minimum wage violation because
21 they were not paid for all hours worked. Moreover, MARINA WAY failed to provide its
22 employees with proper and accurate reporting time pay as well as the proper split shift
23 premiums.

24 21. Due to the above “off the clock” violations, MARINA WAY also violated
25 Labor Code §510 because it failed to pay Plaintiff and other Class Members overtime
26 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or
27 40 hours per week throughout their employment. Plaintiff’s and other Class Members’ actual
28 work hours entitled them to overtime compensation, however, MARINA WAY did not

1 compensate its hourly, non-exempt employees with the correct amount of overtime due to the
2 time shaving/rounding as described above. In addition, when Plaintiff did in fact work more
3 than 40 hours in a week, he would notice that he would not be paid any overtime hours and his
4 stubs would reflect that he worked less hours than he actually worked. The latter would again
5 be another example of a minimum wage violation. Furthermore, MARINA WAY failed to
6 include bonuses/incentive payments/shift differentials in calculating employees' regular rate of
7 pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive, shift
8 differential, and bonus payments were also not factored into employees' regular rate for
9 purposes of receiving meal and rest break premiums per the *Ferra v. Loews* case.

10 22. MARINA WAY also violated Labor Code § 226.7 and the appropriate
11 Industrial Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and
12 other Class Members with 10-minute rest periods for every four hours of work, or majority
13 portion thereof, throughout their employment. MARINA WAY did not completely relieve
14 Plaintiff and the other Class Members of all duty during said rest periods. MARINA WAY
15 did not pay to Plaintiff and the other Class Members one additional hour of pay at Plaintiff's
16 regular rate of compensation for each workday that one or more statutory rest periods was not
17 provided. There were occasions wherein Plaintiff was unable to take a complete, uninterrupted
18 rest break due to being interrupted during an attempted rest break by either the assistant
19 manager Margarita(last name unknown) or the administrator, Leticia (last name unknown),
20 who would ask him questions regarding the kitchen or other general information about the
21 store. As such, the culture as well as the policies and procedures of MARINA WAY did not
22 lend itself to the employees receiving consistent statutory rest breaks wherein they were
23 relieved of all work duties. The environment at MARINA WAY was not conducive to
24 receiving statutory rest breaks under California law and timely, statutory rest breaks were not
25 authorized or enforced.

26 23. MARINA WAY violated Labor Code §§ 512 and 226.7 and the appropriate
27 Industrial Welfare Commission Wage Order no. 5 because it failed to provide hourly, non-
28 exempt employees, including Plaintiff and the other Class Members, the requisite 30-minute,

1 uninterrupted meal periods for every five (5) hours of work throughout their employment.
2 MARINA WAY did not completely relieve Plaintiff and other employees of all duty during
3 said meal periods. MARINA WAY did not pay to Plaintiff and its hourly, non-exempt
4 employees one additional hour of pay at their regular rate of compensation for each workday
5 that one or more statutory meal periods was not provided. There would certainly occasions
6 wherein Plaintiff's meal periods were late and after the 5th hour worked. Moreover, even if
7 Plaintiff and the other Class Members were able to take a meal period, they would be
8 interrupted by work obligations due to the fast-paced nature of the fast food restaurant industry
9 as Plaintiff and the other Class Members were asked to perform work-related duties while on
10 their meal breaks. Consequently, it was the normal practice and custom of MARINA WAY
11 not to consistently authorize, permit, and enforce timely statutory meal periods. If MARINA
12 WAY had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
13 Plaintiff and the other Class Members generally worked more than a 5-hour shift.
14 Furthermore, under California law, however, employees must make an affirmative decision
15 every day regarding whether to waive their meal periods. August 13, 2003 DLSE Opinion
16 Letter ("The decision to forego a meal period may not, therefore, be based on a specific
17 requirement of the employer or on a policy or practice which could reasonably be perceived to
18 be a condition of employment. Therefore, blanket "waivers" of meal periods ...whether
19 written or oral, will not be considered valid."). If MARINA WAY had Plaintiff sign an on-
20 duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it
21 would be invalid and unenforceable because the nature of Plaintiff's job does not and did not
22 prevent him from taking a meal period and the company could have hired "breakers" to relieve
23 Plaintiff of his job duties so that he can actually take a timely, uninterrupted meal period.
24 Moreover, any such "on duty" meal period agreement did not allow for Plaintiff to revoke
25 such an agreement even if it was signed. As such, Plaintiff and the other Class Members did
26 not always receive statutory, timely meal periods during their employment. The work
27 environment and culture at MARINA WAY was not conducive to receiving consistent, timely,
28 statutory meal breaks under California law. Moreover, any meal or rest break premiums paid

1 were not compensated at the weighted average regular rate, inclusive of bonuses and/or
2 incentive payments as well as overtime compensation.

3 24. Furthermore, during the relevant time period, and due to the above labor code
4 violations, MARINA WAY failed to pay Plaintiff and other similarly situated Class Members
5 all wages due to them within any time period specified by California Labor Code section 204.
6 Since Plaintiff was not compensated for his “off the clock” work and since Plaintiff did not
7 receive proper and complete meal and rest break premiums, Plaintiff would still be owed
8 wages pursuant to Labor Code Section 204. MARINA WAY was also in violation of
9 California Labor Code section 226(a) by failing to include pertinent information on the wage
10 statements, including but not limited to, the correct hourly rate, all hours worked, overtime
11 hours worked, tips, correct overtime pay, gross wages earned, net wages earned, premium pay
12 for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all
13 employee identifying information, tips, the correct and complete name and address of the legal
14 employer, and reimbursement for business expenses, among others. As such, MARINA WAY
15 did not provide Plaintiff and other Class Members with complete, accurate itemized wage
16 statements.

17 25. During the relevant time period, MARINA WAY also failed to keep accurate
18 and complete payroll records showing the actual hours worked per day and the wages paid to
19 Plaintiff and the other Class Members pursuant to California Labor Code sections 1174(d).

20 26. MARINA WAY also violated Labor Code § 203 because it willfully failed to
21 pay Plaintiff and other similarly situated Class Members earned and due wages upon
22 separation of employment, either immediately upon involuntary termination, or within 72
23 hours of resignation. These earned but unpaid wages include compensation for all hours
24 worked, including minimum wages, overtime compensation, and premium pay for missed
25 meal and rest breaks.

26 27. During the relevant time period, Plaintiff and other Class Members incurred
27 necessary, business-related expenses and costs that were not reimbursed by MARINA WAY.
28 These costs include, but are not limited to uniforms, in that the company only provided 2 T-

1 shirts (and Plaintiff purchased an additional 2 T-shirts at \$12 each), but did not provide the
2 other items of clothing, including the non-slip shoes. Furthermore, on at least three occasions,
3 Plaintiff did have to use his vehicle to collect ingredients from the other stores and was not
4 compensated for this time and for mileage. Furthermore, Plaintiff did use his cell phone for
5 work purposes as the company would call and/or text him on his personal cell phone to discuss
6 work-related matters. Finally, Plaintiff had to purchase his own jacket specifically to go into
7 the freezer at the restaurant. Accordingly, MARINA WAY was in violation of California
8 Labor Code sections 2800 and 2802.

9 28. Furthermore, MARINA WAY did not provide proper and correct/accurate sick
10 pay (inclusive of all bonuses/shift differentials/incentive payments) that was also delineated on
11 employee pay stubs and also failed to provide proper sick leave in violation of Labor Code
12 sections 233 and 246. Moreover, there were no suitable seating/rest break facilities for the
13 employees pursuant to Wage Order no. 5-2001 as employees did not have a full, designated
14 break area as there was one small room with one desk.

15 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
16 unlawful practices and policies, Plaintiff and the Class Members were:

- 17 A. Not provided with all off duty meal periods;
- 18 B. Not authorized and permitted to take all rest break periods;
- 19 C. Not paid one hour's pay for each workday in which Defendants failed to
20 authorize and permit them to take one or more timely rest periods;
- 21 D. Not paid one hour's pay for each workday in which Defendants failed to
22 provide them with one or more timely meal periods;
- 23 E. Not paid all wages earned, including, but not limited to, minimum,
24 regular, overtime, and doubletime wages for work performed while clocked out;
- 25 F. Not indemnified for all necessary business expenditures incurred during
26 the discharge of their duties;
- 27 G. Not provided with provide proper and accurate sick pay (inclusive of all
28 bonuses/shift differentials/incentive payments;

- 1 H. Not provided with accurate and complete wage statements; and
2 I. Not timely paid all earned and unpaid wages at the time their
3 employment ended.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

6 **AT THE CORRECT RATES OF PAY**

7 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

8 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

9 30. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

10 31. At all relevant times, Plaintiff and the Class Members have been employees of
11 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
12 1197, and 1198, and the Wage Order.

13 32. Section 2(K) of Wage Order 5-2001 defines “hours worked” as “the time during
14 which an employee is subject to the control of an employer, and includes all the time the
15 employee is suffered or permitted to work, whether or not required to do so.”

16 33. Section 3 of the Wage Order states:

17 **(A) Daily Overtime - General Provisions**

18 (1) The following overtime provisions are applicable to
19 employees 18 years of age or over and to employees 16 or
20 17 years of age who are not required by law to attend
21 school and are not otherwise prohibited by law from
22 engaging in the subject work. Such employees shall not
23 be employed more than eight (8) hours in any workday or
24 more than 40 hours in any workweek unless the employee
25 receives one and one-half (1 ½) times such employee’s
26 regular rate of pay for all hours worked over 40 hours in
27 the workweek. Eight (8) hours of labor constitutes a day’s
28 work. Employment beyond eight (8) hours in any
workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for
such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in

any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

34. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

35. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

36. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

37. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

38. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

39. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (*See Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

40. With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

41. As described above, at all relevant times during the applicable limitations period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked, including, but not limited to minimum, regular, overtime and doubletime wages, and split shift premiums, for all minimum, regular, overtime and doubletime hours, and split shifts, respectively, that they worked at the correct rates of pay.

42. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to compensate Plaintiff and the other Class Members for all hours worked at the correct rates of pay as required by California law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

43. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

44. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and

1 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

2 45. In relevant part, Labor Code § 1198 states,

3 “The maximum hours of work and the standard conditions of labor
4 fixed by the commission shall be the maximum hours of work and the
5 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

6 46. In relevant part, Section 12 of the Wage Order states:

7 Rest Periods:

8 (A) Every employer shall authorize and permit all employees
9 to take rest periods, which insofar as practicable shall be in the
10 middle of each work period. The authorized rest period time
11 shall be based on the total hours worked daily at the rate often
12 (10) minutes net rest time per four (4) hours or major fraction
13 thereof. However, a rest period need not be authorized for
employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

14 (B) If an employer fails to provide an employee a rest period
15 in accordance with the applicable provisions of this Order, the
16 employer shall pay the employee one (1) hour of pay at the
17 employee’s regular rate of compensation for each work day that
the rest period is not provided.

18 47. In addition, Labor Code Section 226.7 states

19 (b) An employer shall not require an employee to work during a
20 meal or rest or recovery period mandated pursuant to an applicable
21 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

22 (c) If an employer fails to provide an employee a meal or rest or
23 recovery period in accordance with a state law, including, but not
24 limited to, an applicable statute or applicable regulation, standard, or
25 order of the Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of Occupational Safety and
26 Health, the employer shall pay the employee one additional hour of pay
27 at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

28 48. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to

1 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
2 major fraction thereof.

3 49. Defendants intentionally failed to authorize and permit Plaintiff and the Class
4 Members to take all 10-minute rest periods free from any work duties in accordance with the
5 Wage Order.

6 50. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
7 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
8 wages to Plaintiff and the Class Members for days on which they failed to authorize and
9 permit Plaintiff and the other Class Members to take timely rest periods.

10 51. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
11 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
12 major fraction thereof. Defendants did not seek an exemption from the rest period protections
13 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
14 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
15 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
16 major fraction thereof.

17 52. Plaintiff is informed and believes and thereon alleges that, at all relevant times
18 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
19 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
20 Members to take all rest breaks required by California law.

21 53. Defendants failed to provide Plaintiff with all required rest breaks in
22 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
23 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
24 lack of a policy which resulted in Defendants not providing the Class Members with all rest
25 breaks required by California law.

26 54. Defendants failed to pay Plaintiff the additional wages required by California
27 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
28 and thereon alleges that, at relevant times within the applicable limitations period, Defendants

1 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
2 providing the Class Members with additional wages for all rest breaks not provided to them as
3 required by California Labor Code § 226.7.

4 55. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
5 have suffered damages in amounts subject to proof to the extent they were not paid additional
6 wages owed for all rest breaks not provided to them.

7 56. By reason of the above, Plaintiff and the Class Members are entitled to
8 premium wages for workdays in which one or more rest breaks were not provided to them
9 pursuant to California Labor Code § 226.7.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

12 **(Lab. Code §§ 226.7, 512, and 1198)**

13 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

14 57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 58. At all relevant times during the applicable limitations period, Plaintiff and the
16 Class Members have been employees of Defendants and entitled to the benefits and
17 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

18 59. In relevant part, Labor Code § 1198 states,

19 "The maximum hours of work and the standard conditions of labor
20 fixed by the commission shall be the maximum hours of work and the
21 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

22 60. In relevant part, Labor Code Section 512 states

23 "An employer may not employ an employee for a work period of more
24 than five hours per day without providing the employee with a meal
25 period of not less than 30 minutes, except that if the total work period
26 per day of the employee is no more than six hours, the meal period may
27 be waived by mutual consent of both the employer and employee. An
28 employer may not employ an employee for a work period of more than
10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by

mutual consent of the employer and the employee only if the first meal period was not waived.”

61. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

62. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.

63. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

64. As described above, Defendants intentionally failed to provide Plaintiff and the

1 Class Members with all required 30-minute duty free meal periods in accordance with the
2 Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they
3 failed to provide Plaintiff and the other Class Members with timely meal periods.

4 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times
5 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
6 policy which resulted in Defendants not providing the and the Class Members with all off-duty
7 meal periods required by California law.

8 66. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
9 have suffered damages in amounts subject to proof to the extent they were not paid additional
10 wages owed for all meal periods not provided to them.

11 67. By reason of the above, Plaintiff and the Class Members are entitled to
12 premium wages for workdays in which one or more meal periods were not provided to them
13 pursuant to California Labor Code § 226.7.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO INDEMNIFY**

16 **(Lab. Code §§ 1198 & 2802)**

17 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

18 68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

19 69. At all relevant times, Plaintiff and the Class Members were employees of
20 Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198
21 and 2802, and the Wage Order.

22 70. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
23 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
24 direct consequence of the discharge of his or her duties." Additionally, the Wage Order states,

25 (A) When uniforms are required by the employer to be worn by the employee as
26 a condition of employment, such uniforms shall be provided and maintained by
27 the employer.

28 ...

1 (B) When tools or equipment are required by the employer or are necessary to
2 the performance of a job, such tools and equipment shall be provided and
3 maintained by the employer, except that an employee whose wages are at least
4 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

5 Wage Order, § 9(A) and (B).

6 71. California Labor Code § 1198 prohibits employers from employing their
7 employees under conditions prohibited by the Wage Order.

8 72. As described above, at all relevant times, MARINA WAY required Plaintiff and
9 the Class Members to incur certain business expenses in the course of performing their duties,
10 including but not limited to uniform items, and use of personal cell phone and personal vehicle
11 for work purposes. Plaintiff used his own personal cell phone to communicate with co-workers
12 and supervisors regarding work-related issues. Moreover, Plaintiff used his own vehicles to
13 send towels and bedwear for laundering. However, MARINA WAY did not provide these items
14 and did not reimburse Plaintiff and the Class Members for these business expenses.

15 73. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
17 Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses
18 they incurred during the course of performing their duties.

19 74. Accordingly, with respect to this cause of action, on behalf of himself and the
20 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
21 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

22 **FIFTH CAUSE OF ACTION**

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

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

25 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

26 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

27 76. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
28 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate

1 itemized statement showing:

- 2 A. Gross wages earned;
- 3 B. Total hours worked by the employee, except for any employee whose
4 compensation is solely based on a salary and who is exempt from payment of overtime under
5 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- 6 C. The number of piece rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis;
- 8 D. All deductions, provided that all deductions made on written orders of the
9 Employee may be aggregated and shown as one item;
- 10 E. Net wages earned;
- 11 F. The inclusive dates of the period for which the employee is paid;
- 12 G. The name of the employee and his or her social security number, except
13 that by January 1, 2008, only the last four digits of his or her social security number or an
14 employee identification number other than a social security number may be shown on the
15 itemized statement;
- 16 H. The name and address of the legal entity that is the employer; and
- 17 I. All applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee.

19 77. Pursuant to California Labor Code § 226, an employee is deemed to suffer
20 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
21 suffer injury if the employer fails to provide accurate and complete information as required by
22 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
23 from the wage statement alone one or more of the following:

- 24 A. The amount of the gross wages or net wages paid to the employee during
25 the pay period or any of the other information required to be provided on the itemized wage
26 statement pursuant to California Labor Code § 226(a);
- 27 B. Which deductions the employer made from gross wages to determine the
28 net wages paid to the employee during the pay period;

1 C. The name and address of the employer and, if the employer is a farm
2 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
3 name and address of the legal entity that secured the services of the employer during the pay
4 period;

5 D. The name of the employee and only the last four digits of his or her social
6 security number or an employee identification number other than a social security number; and

7 E. The number of piece-rate units earned and the piece rate.

8 78. "Promptly and easily determine," as stated in California Labor Code § 226(e),
9 means a reasonable person would be able to readily ascertain the information without
10 reference to other documents or information.

11 79. As alleged herein, at all relevant times during the applicable limitations period,
12 Defendants violated California Labor Code section 226 because they did not properly and
13 accurately itemize each employee's gross wages earned, net wages earned, the total hours
14 worked, the corresponding number of hours worked at each rate by the employee and other
15 requirements of California Labor Code section 226. Defendants failed to state in the wage
16 statements they issued to Plaintiff and the other Class Members all their hours worked and
17 wages earned, including, but not limited to, regular and overtime wages for work they
18 performed off-the-clock after clocking-out (as described above). Defendants knowingly and
19 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
20 employee's wages, or separately if wages are paid by personal check or cash, statements to
21 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages
22 earned, all regular wages earned, all meal period premium wages earned, all rest break
23 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
24 worked at each rate of pay.

25 80. Defendants' failure to provide Plaintiff and the other Class Members with
26 accurate wage statements was knowing and intentional. Defendants had the ability to provide
27 Plaintiff and the other Class Members with accurate wage statements but intentionally
28 provided wage statements that Defendants knew were not accurate.

81. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the wage statements whether Defendants complied with their obligations under California Labor Code section 226(a).

82. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201-203)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

83. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

84. At all relevant times during the applicable limitations period, Plaintiff and the Class have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201–203, and the Wage Order.

85. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

86. Labor Code § 202 provides that all earned and unpaid wages of an employee

1 who quits after providing at least 72-hours notice before quitting are due and payable at the
2 time of quitting and that all earned and unpaid wages of an employee who quits without
3 providing at least 72-hours notice before quitting are due and payable within 72 hours.

4 87. Labor Code § 203 provides that the wages of an employee continue on a daily
5 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
6 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

7 88. The Defendants failed to pay Plaintiff and all of the other Class Members
8 whose employment ended all of the earned but unpaid wages described above by the
9 conclusion of their employment with Defendants, including minimum wages, regular wages,
10 overtime wages, unprovided meal period premium wages, and unprovided rest break premium
11 wages. Additionally, the Defendants failed to issue to Plaintiff and all of the other Class
12 members whose employment ended their final paychecks within the required time periods.

13 89. By failing to pay such earned wages to Plaintiff and the Class Members,
14 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
15 § 201 or § 202.

16 90. Plaintiff is informed and believes that Defendants' failures to timely pay
17 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
18 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
19 practices that violate the requirements of the Labor Code and the Wage Order, even though at
20 all relevant times, they have had the ability to comply with those legal requirements.

21 91. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf
22 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
23 penalties for each Class Member.

24 **SEVENTH CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

26 **(Lab. Code §§ 204)**

27 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

28 92. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

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

3 94. At all times relevant during the liability period, Defendants failed to pay
4 Plaintiff and the Class Members the full amount of all owed wages when due as required by
5 California Labor Code Section 204.

6 95. Defendants failed to pay Plaintiff and the Class Members all wages earned each
7 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
8 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
9 Members wages for all hours worked, including overtime hours and premium pay for missed
10 rest breaks and meal breaks.

11 96. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
12 have suffered damages in an amount, subject to proof, to the extent she was not paid all wages
13 each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but
14 can be determined directly from Defendants' records or indirectly based on information from
15 Defendants' records.

16 97. Under this cause of action, Plaintiff prays for penalties on behalf of herself and
17 Class Members due under the statutes alleged along with any allowable interest, penalties,
18 attorney's fees, and costs according to proof at trial.

19 **EIGHTH CAUSE OF ACTION**

20 **CIVIL PENALTIES**

21 **(Lab. Code §§ 2698, *et seq.*)**

22 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

23 98. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

24 99. The "Aggrieved Employees" are all members of the Class defined above who
25 Defendants employed during the period beginning February 28, 2024 and ending on the date
26 that final judgment is entered in this action.

27 100. Defendants failed to compensate Plaintiff and all of the other Aggrieved
28 Employees for all hours worked at the correct rates of pay, including all minimum wages

1 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
2 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
3 net wages earned, and related compensation. As a result, Defendants have failed to accurately
4 maintain all records required by section 1174 and the Wage Order, including but not limited to
5 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
6 applicable hourly rates during each payroll period.

7 101. During the applicable time period, Defendants violated California Labor Code
8 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

9 102. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
10 behalf of themselves and other current or former employees, to bring a civil action to recover
11 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

12 103. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
13 Members are entitled to recover civil penalties for each of the Defendants' violations of
14 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,
15 1198, and 2802 during the applicable limitations period in the following amounts:

16 A. For violations of California Labor Code § 204, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
18 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
19 established by California Labor Code § 210).

20 B. For violations of California Labor Code § 226(a), two hundred fifty
21 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
22 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
23 established by California Labor Code § 226.3).

24 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
25 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
26 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
27 California Labor Code § 558).

28 D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
5 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
6 per pay period (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
9 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
10 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
11 pay period for each subsequent violation (penalty amounts established by California Labor
12 Code § 2699(f)(2)).

13 104. Plaintiff has complied with the procedures for bringing suit specified in
14 California Labor Code § 2699.3. By letter dated February 28, 2025, Plaintiff filed written
15 notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written
16 notice by certified mail to Defendants of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support the alleged violations.
18 Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has
19 failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but
20 Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it
21 does not intend to investigate these allegations.

22 105. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
23 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
24 connection with their claims for civil penalties.

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1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 106. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 107. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class Members have been employees of Defendants and entitled to the benefits and
8 protections of the Business and Professions Code §§ 17200, *et seq.*

9 108. The unlawful conduct of Defendants alleged herein amounts to and constitutes
10 unfair competition within the meaning of California Business & Professions Code §§ 17200,
11 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
12 unfairly gained a competitive advantage over other comparable companies doing business in
13 California that comply with their legal obligations to compensate employees for all earned
14 wages.

15 109. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
16 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
17 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
18 meal period premium wages, missed rest period premium wages, uniform, phone, gas and
19 mileage, and other expenses, and comparable money and property.

20 110. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
21 Class Members are entitled to restitution of all monies rightfully belonging to them that
22 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
23 business practices.

24 111. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
25 connection with their unfair competition claims pursuant to California Code of Civil
26 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

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1 **V. PRAYER FOR RELIEF**

2 112. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
3 for relief and judgment against Defendants as follows:

4 A. An order that the action be certified as a class action with respect to
5 Plaintiff's claims for violations of California law;

6 B. An order that Plaintiff be appointed class representative;

7 C. An order that counsel for Plaintiff be appointed class counsel;

8 D. Unpaid wages, including minimum, regular, overtime, double-time, split
9 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
10 time, and reporting time wages;

11 E. Liquidated damages;

12 F. Statutory penalties, including waiting time penalties;

13 G. Civil penalties;

14 H. Restitution;

15 I. Declaratory relief;

16 J. Actual damages;

17 K. Pre-judgment interest;

18 L. Costs of suit;

19 M. Reasonable attorneys' fees; and

20 N. Such other relief as the Court deems just and proper.

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VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: July 7, 2025

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.

Dated: July 7, 2025

MM LAW, APC

By 
Maralle Messrelian, Esq.

Attorneys for Plaintiff,
CHRISTIAN ARELLANO, and all others
similarly situated