

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/04/2025 9:10 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff,
MARCO ANTONIO DIAZ ROMERO

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

MARCO ANTONIO DIAZ ROMERO,
an individual, on his own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AMAZONAS LATIN FOOD IMPORTS,
INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV03080

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM
OVERTIME WAGES DUE (Cal. Labor
Code §§ 510, 1198; IWC Wage Order No.
1);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. Labor Code §§1194, 1194.2, 1997,
1197.1, 1198; IWC Wage Order No. 1);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor Code
§§ 226.7, 512; IWC Wage Order No. 1)**
- 4. FAILURE TO PROVIDE REST
PERIODS (Cal. Labor Code § 226.7; IWC
Wage Order No. 1);**
- 5. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226; IWC Wage Order No. 1);**
- 6. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. Labor Code §§201-
203; Wage Order No. 1);**
- 7. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO PROVIDE UNIFORM
MAINTENANCE ALLOWANCE (Cal.
Labor Code §2802);**
- 9. FAILURE TO PROVIDE SICK LEAVE
(Cal. Labor Code § 246);**

- 1
2
3
4
5
6
7
8
9
- 10. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. *Labor
Code* §1198.5); and
11. UNFAIR COMPETITION (Cal. *Bus. & Prof.
Code* §§17200 *et seq.*)**

DEMAND FOR A JURY TRIAL

10 All allegations in this Complaint are based upon information and belief except for those
11 allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has
12 evidentiary support or is likely to have evidentiary support after a reasonable opportunity for
13 further investigation and discovery.

14 Marco Antonio Diaz Romero ("Plaintiff") alleges the following:

15 1. This is a class action brought under California law by an individual who was
16 employed by Amazonas Latin Food Imports, Inc. ("ALFI" or "Defendant") (along with DOES
17 1 through 100, collectively "Defendants"). Plaintiff brings this action on behalf of himself and
18 others similarly situated to recover wages from Defendant due to Defendant's systematic
19 failure to pay overtime wages due to off the clock work, failure to pay minimum wages, failure
20 to provide meal and rest breaks (or pay the statutory compensation due), failure to issue
21 accurate wage statements, failure to pay wages on termination, failure to reimburse business
22 expenses, failure to provide uniform maintenance allowance, failure to provide sick leave and
23 failure to allow inspection of employment records.

24 2. Plaintiffs have worked as employees for Defendant in Irwindale, California.
25 While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions
26 created by Defendant's efforts to maximize profits and tightly control labor costs.

27 3. Plaintiff, like his co-workers whom Defendant also employed during the
28 applicable limitations period, spend their workdays in Irwindale, California, under illegal and
highly regimented circumstances. That regimen results from Defendant's insistence to strictly

1 monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor
2 costs, failing to pay overtime, failing to pay minimum wages, refusing to provide meal periods,
3 refusing to provide rest breaks, not paying the required extra hour for missed meal and rest
4 breaks, failing to issue accurate wage statements, failing to pay wages on termination, failing to
5 reimburse business expenses, failing to pay a uniform maintenance allowance, failing to pay for
6 sick leave, failing to allow inspection of employment records, and by using other unlawful
7 stratagems to ensure that labor costs remain artificially low.

8 4. Plaintiff brings this class action to recover, among other things, wages and
9 penalties from unpaid wages earned and due, including but not limited to, premium overtime
10 wages, minimum wages, late and missed rest break wages, wages due to discharged or quitting
11 employees, penalties for failure to provide accurate itemized wage statements, wages owed on
12 termination of employment, reimbursement of business expenses, reimbursement for uniform
13 maintenance, sick pay, damages for failure to allow inspection of employment records and
14 interest, attorneys' fees, costs, and expenses.

15 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
16 himself and all members of the class, to compensate these workers for the unpaid wages and to
17 protect current and future workers of Defendant from being subjected to similar wage theft and
18 otherwise unlawful working conditions.

19 6. Plaintiff also brings an action seeking relief for Defendant's violations of
20 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
21 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
22 business practices, as well as injunctive relief.

23 7. Pursuant to the California Labor Code, on or about February 3, 2025, Plaintiff
24 filed a notice with the Labor and Workforce Development Agency (LWDA) of his intent to
25 pursue claims against Defendant under the Private Attorney General Act (PAGA). As such,
26 Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint
27 to add a cause of action pursuant to PAGA under Labor Code §§2699 *et seq.*
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURISIDICITION AND VENUE

8. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Marco Antonio Diaz Romero brings this Complaint on his own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Los Angeles and because Defendant owned and operated its business in the County of Los Angeles.

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of La Puente, California;
- (b) Employed as an hourly employee for Defendant in Livermore, California;
- (c) Did not receive overtime compensation due to off the clock work required by *Labor Code* §§510 and 1194 and Wage Order No. 1;
- (d) Did not receive minimum wages in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and Wage Order No. 1;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and Wage Order No. 1;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and Wage Order No. 1;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) When terminated from his employment, did not receive his final paycheck within the time limits prescribed by *Labor Code* §201;

- 1 (i) Was not reimbursed for business expenses as required by *Labor Code*
2 §2802;
3 (j) Was not provided a uniform maintenance allowance as required by
4 *Labor Code* §2802;
5 (k) Was not provided sick leave as required by *Labor Code* §246; and
6 (l) Was not provided his personnel records. Each of these was a violation of
7 the *Labor Code*.

8 **DEFENDANT**

9 11. Plaintiff is informed and believes, and based on that information and belief,
10 alleges, Defendant ALFI is, and at all times mentioned herein was:

- 11 (a) A California corporation, with a principal place of business at 16006
12 Avenida Padilla, Irwindale, California 91702. Defendant has been
13 authorized to do business and has been doing business in the County of
14 Los Angeles;
15 (b) The former employer of Plaintiff and the current and former employer of
16 the putative Class members;
17 (c) Paid Plaintiff and all Class members on an hourly basis;
18 (d) Failed to pay Plaintiff and all putative Class members premium overtime
19 wages;
20 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
21 (f) Failed to provide Plaintiff and all putative Class members with meal and
22 rest periods, failed to provide Plaintiff and all putative Class members
23 with accurate itemized wage statements;
24 (g) Failed to to issue final paychecks timely to Plaintiff and all putative
25 Class Members;
26 (h) Failed to reimburse for business expenses;
27 (i) Failed to provide a uniform maintenance allowance;
28 (j) Failed to provide sick leave; and

1 (k) Was not provided his personnel records. Each of these was a violation of
2 the *Labor Code*.

3 12. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
5 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
6 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
7 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

8 13. Plaintiff is informed and believes, and based on that information and belief
9 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
10 reside in or are authorized to do, or are otherwise doing, business in the State of California.
11 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
12 conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100
13 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
14 alter ego and/or representative of one or more of the other Defendants named herein, and acting
15 with permission, authorization, and/or ratification and consent of the other Defendants.

16 14. Plaintiff is informed and believes, and based on that information and belief
17 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
18 inclusive, are responsible in some manner for one or more of the events and happenings that
19 proximately caused the injuries and damages hereinafter alleged.

20 15. Plaintiff is informed and believes, and based on that information and belief
21 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
22 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
23 the other Defendants and that each Defendant was acting within the course and scope of his,
24 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
25 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
26 Class, for the damages sustained as a proximate result of their conduct.

27 16. Plaintiff is informed and believes, and based on that information and belief
28 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,

1 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
2 themselves and entered into a combination and systemized campaign of activity to *inter alia*
3 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
4 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
5 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
6 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
7 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
8 the actions of one Defendant was accomplished in concert with, and with the knowledge,
9 ratification, authorization and approval of each of the other Defendants.

10 **CLASS ALLEGATIONS**

11 **A. The Definition of the Class**

12 17. The Class ("the Class") is defined as follows:

13 (a) "All current and former employees who were hourly paid employees of
14 Defendant and worked for ALFI in California at any time during the period
15 commencing on the date that is four (4) years prior to the filing of this
16 Complaint and continuing through the present date (the "Class Period")."

17 (b) "All persons who were hourly paid employees of Defendant and worked for
18 ALFI in California and left the employ of Defendant at any time during the
19 period commencing on the date that is within one (1) year prior to the filing of
20 this Complaint and continuing through the present date (the "Class Period")."

21 Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
22 amend or modify the Class description with greater specificity or further
23 division into subclasses or limitation to particular issues.

24 **B. Maintenance of the Action**

25 18. Plaintiff brings this action individually and on behalf of himself and as
26 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
27 and 17204 and *Code of Civil Procedure* § 382.

1 **C. The Class Requisites**

2 19. At all material times, Plaintiff was a member of the Class.

3 20. The Class action meets the statutory prerequisites for maintaining a class action
4 under Code of Civil Procedure § 382 in that:

5 (a) The persons who comprise the Class are so numerous that the joinder of all
6 those persons is impracticable and the disposition of their claims as a Class
7 will benefit the parties and the Court;

8 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
9 that are raised in this Complaint are common to the Class and will apply
10 uniformly to every Class member;

11 (c) The claims of the representative Plaintiff are typical of the claims of each
12 Class member. Plaintiff, like all Class members, has sustained damages
13 arising from Defendant's violations of the laws of the State of California.
14 Plaintiff, and the Class members, were and are similarly or identically
15 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
16 pattern of misconduct engaged in by the Defendant;

17 (d) The representative Plaintiff has, and will continue to, fairly and adequately
18 represent and protect the interests of the Class and has retained counsel
19 who are competent and experienced in class action litigation. There are no
20 material conflicts between the claims of the representative Plaintiff and the
21 Class members that would make class certification inappropriate. Counsel
22 for the Class will vigorously assert the claims of all Class members.

23 21. The persons who comprise the Class are so numerous that joining all of them is
24 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
25 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
26 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
27 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
28

1 Plaintiff are experienced, qualified and generally able to conduct complex class action
2 litigation.

3 22. The Court should permit the action to be maintained as a class action under
4 *Code of Civil Procedure* § 382 because:

- 5 (a) The questions of law and fact common to the Class predominate over any
6 question affecting only individual members;
- 7 (b) A class action is superior to any other available method for fairly and
8 efficiently adjudicating the claims of the Class;
- 9 (c) The Class members are so numerous that it is impractical to bring all of
10 them before the Court;
- 11 (d) Plaintiff and other Class members will not be able to obtain effective and
12 economic legal redress unless the action is maintained as a class action;
- 13 (e) There is a community of interest in obtaining appropriate legal and
14 equitable relief for the statutory violations, and in obtaining adequate
15 compensation for the damages and injuries for which Defendant is
16 responsible in an amount sufficient to adequately compensate the Class
17 members;
- 18 (f) Without Class certification, the prosecution of separate actions by
19 individual Class members would create a risk of:
 - 20 i. Inconsistent or varying adjudications for individual Class members
21 that would establish incompatible standards of conduct for
22 Defendant; and/or,
 - 23 ii. Adjudication for individual Class members that would, as a
24 practical matter, dispose of other non-party members' interests, or
25 that would substantially impair or impede the non-parties' ability
26 to protect their interests, by, for example, potentially exhausting
27 the funds available from Defendant, and
28

1 (g) Defendant has acted or refused to act on grounds generally applicable to
2 the Classes, making final injunctive relief appropriate for the Class, as a
3 whole.

4 23. Plaintiff contemplates eventually issuing notice to the proposed Class Members
5 that would set forth the subject and nature of the action. The Defendant's own business records
6 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
7 any further notices may be required, Plaintiff would contemplate using additional media and/or
8 mailing.

9 **GENERAL ALLEGATIONS**

10 24. At all times material hereto, Defendant has been and is, an importer and
11 manufacturer of Latin food.

12 25. Plaintiff and members of the Class were employed as Drivers and other non-
13 exempt employees by Defendant in California at various times during the Class Period.

14 **THE CONDUCT**

15 26. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
16 Plaintiff and members of the Class wages and compensation owed under California law.

17 27. Starting in or about January 2024 and continuing until January 6, 2025,
18 Defendant employed Plaintiff on an hourly basis as a Driver in Irwindale, California.

19 28. While employed by Defendant as a Driver, Plaintiff was paid approximately
20 \$18.00 per hour. Plaintiff worked 6 days per week, 11 or more hours per day.

21 29. The employment by Defendant of the Class Members, and each them, is
22 governed by Industrial Welfare Commission Wage Order 1, which covers those persons
23 employed in the manufacturing industry.

24 **FAILURE TO PAY OVERTIME/MINIMUM WAGES**

25 30. Under California law, non-exempt employees as defined by Wage Order No.1,
26 are entitled to premium wages for overtime worked. Under California law, an hourly paid
27 employee is entitled to overtime pay when they exceed eight hours of work in a single day,
28 exceed 40 hours of work in a week or work seven days in a row.

1 31. Under California law, non-exempt employees as defined by IWC Wage Order
2 No. 1 are entitled to minimum wages. Labor Code Section 1197 states the California
3 requirement that employees must be paid at least the minimum wage fixed by the Commission
4 or by any applicable state or local law, and any payment of less than the minimum wage is
5 unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the
6 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
7 amount of this minimum wage.” The applicable IWC Wage Order(s), including IWC Wage
8 Order No. 1-2001, obligates employers to pay each employee minimum wages for all hours
9 worked.

10 32. These minimum wage standards apply to each hour employees worked or were
11 subject to control by the employer for which they were not paid. Therefore, an employer’s
12 failure to pay for any particular hour of time worked by an employee or subject to the
13 employer’s control is unlawful, even if averaging an employee’s total pay over all hours
14 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
15 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

16 33. Defendant required Plaintiff and the Class to regularly perform compensable
17 tasks pre-shift off-the-clock for which they did not receive any compensation. Specifically,
18 Plaintiff and Class members engaged in off the clock work because on days when there were
19 trips to make, Plaintiff and Class members were required by Defendant to arrive early prior to
20 the start of their shifts, but were not allowed to clock in until their shift start times. As a result,
21 Class members are entitled to overtime pay for their off the clock work.

22 34. Plaintiff and Class members were not afforded compliant meal/rest breaks.
23 Defendant required Plaintiff and the Class to take their meal breaks at the end of their shifts.
24 Plaintiff and Class members were never afforded any rest breaks. Further, Defendant adjusted
25 Plaintiff and Class members’ time records to add compliant meal breaks and rest breaks.

26 35. At all times during the relevant time period, Plaintiff and the Class routinely
27 worked schedules such that they were due pay at overtime and minimum wage rates. During
28

1 this period, it was the practice and policy of Defendant to not pay employees' overtime and
2 minimum wages. Monies for unpaid overtime and minimum wages remain due and owing.

3 **LATE, INTERRUPTED AND/OR RESTRICTED MEAL BREAKS**

4 36. Under California law, non-exempt employees as defined by Wage Order No. 1,
5 are entitled to premium wages for overtime worked, a 30-minute lunch period for each 5 hours
6 worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof.
7 Non-exempt employees are entitled to one hour pay at their regular pay rate for each day the
8 requisite rest and/or meal periods are not provided.
9

10 37. Plaintiff and Class Members were routinely afforded meal breaks late, their meal
11 breaks were interrupted and/or they were restricted from leaving their work area during their
12 meal breaks. Further, when Plaintiff and Class members worked 10 or more hours per day,
13 which was every day, they were not afforded second meal breaks.

14 38. Additionally, Plaintiff and Class members did not record the start/end times of
15 their meal periods. Rather, Defendant adjusted Plaintiff and Class members' time records to
16 reflect compliant meal breaks.

17 39. Defendant's policies and procedures were applied to all non-exempt employees
18 in California and resulted in non-exempt employees working time which was not compensated
19 by any wages in violation of Labor Code sections 510, 1194 and IWC Wage Order No. 1. As a
20 result, Defendant owes wages at the legal overtime rate for unpaid overtime to each of their
21 California non-exempt employees whose daily hours were reduced even though their meals
22 periods were interrupted and/or were never afforded.

23 **REST BREAKS NOT AFFORDED**

24 40. Plaintiff and Class members were not afforded rest breaks. Further, on days
25 when Plaintiff and Class members worked 10 or more hours, which was every day, they were
26 not afforded third rest breaks.

27 //

28 //

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

**FAILURE TO PAY WAGES ON TERMINATION OF EMPLOYMENT AND/OR
RESIGNATION**

LACK OF EXPENSE REIMBURSEMENT

FAILURE TO PROVIDE FOR SICK LEAVE

FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS

FIRST CAUSE OF ACTION

**(Labor Code §§510, 558, 1194.3 and Wage Order No. 1 By Plaintiffs Against Defendant
and Does 1-100)**

13

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 47. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
2 Code §§510, 1194, and 1198, and IWC Wage Order No. 1, Defendant was required to
3 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
4 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
5 hours on the seventh (7th) consecutive day of any work week.

6 48. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
7 who had not been paid overtime compensation could recover the unpaid balance of the full
8 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
9 fees and costs of suit.

10 49. Pursuant to IWC Wage Order No. 1-2001, § 3, "Employment beyond eight (8)
11 hours in any workday is permissible provided the employee is compensated for such overtime
12 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
13 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
14 workday...

15 50. California Labor Code section 558 provides in pertinent part:

16 (a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the
19 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

20 (1) For any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

22 (2) For each subsequent violation, one hundred dollars (\$100) for each
23 underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid
wages.

25 (3) Wages recovered pursuant to this section shall be paid to the affected
26 employee...

27 (c) The civil penalties provided for in this section are in addition to any
28 other civil or criminal penalty provided by law.

1 51. Throughout Plaintiff's employment, Plaintiff worked overtime hours and was
2 not paid overtime pay due to Defendant's failure to afford compliant meal/rest breaks. Further,
3 Defendant required Plaintiff and the Class to regularly perform compensable tasks pre-shift off-
4 the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class
5 members engaged in off the clock work because on days when there were trips to made,
6 Plaintiff and Class members were required by Defendant to arrive early prior to the start of
7 their shifts, but were not allowed to clock in until their shift start times. As a result, Class
8 members are entitled to overtime pay for their off the clock work.

9 52. Throughout Plaintiff's employment, Defendant failed and refused to pay and
10 properly calculate overtime compensation to Plaintiff and Class Members as required by law.

11 53. The foregoing overtime compensation is owed and unpaid. As a direct and
12 proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class
13 Members suffered damages in an amount to be proven at trial.

14 54. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
15 counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's
16 attorneys' fees, costs and interest.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(IWC Wage Order No. 1; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
20 **Against Defendant and Does 1 through 100)**

21 55. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this Complaint.

23 56. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
24 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil action the unpaid
26 balance of the full amount of this minimum wage or overtime compensation, including interest
27 thereon, reasonable attorney's fees, and costs of suit."
28

1 57. *Labor Code* § 1197 states the California requirement that employees must be
2 paid at least the minimum wage fixed by the Commission, and any payment of less than the
3 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
4 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
5 the full amount of this minimum wage.” IWC Wage Order 1-2001 also obligates employers to
6 pay each employee minimum wages for all hours worked. These minimum wage standards
7 apply to each hour employees worked for which they were not paid. Therefore, an employer’s
8 failure to pay for any particular hour of time worked by an employee is unlawful, even if
9 averaging an employee’s total pay over all hours worked, paid or not, results in an average
10 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
11 (2005).

12 58. Pursuant to Wage Order No. 1, Defendant is required to pay the members of the
13 Class for all hours worked, meaning the time during which an employee is subject to the
14 control of an employer, including all the time the employee is suffered or permitted to work,
15 whether or not required to do so.

16 59. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
17 and the standard conditions of labor fixed by the commission shall be the maximum hours of
18 work and the standard conditions of labor for employees. The employment of any employee for
19 longer hours than those fixed by the order or under conditions of labor prohibited by the order
20 is unlawful.”

21 60. Defendant failed to satisfy minimum wage requirements because they failed to
22 afford compliant meal/rest breaks and required Plaintiff and Class members to engage in
23 activities off the clock in violation of *Labor Code* §§ 1197, 1198 and Wage Order 1.

24 61. Defendant’s pattern, practice and uniform administration of corporate policy
25 regarding illegal employee compensation as described herein is unlawful and creates an
26 entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the
27 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
28 the appropriate rate.

1 62. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
2 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
3 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
4 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
5 the time associated with the overtime for which they received no compensation. *See Sillah v.*
6 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
7 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
8 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
9 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

10 63. Plaintiff and the other Class Members suffered and continue to suffer losses
11 related to the use and enjoyment of compensation due and owing to them as a direct result of
12 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
13 proof at trial and within the jurisdictional limitations of this Court.

14 64. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
15 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
16 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
17 proof.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS**

20 **(IWC Wage Order No. 1; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and**
21 **Does 1 through 100)**

22 65. Plaintiff and the Class reallege and incorporate by reference all of the allegations
23 set forth in this Complaint.

24 66. California Labor Code §226.7(a) prohibits an employer from requiring an
25 employee to work during any meal period mandated by an applicable Industrial Wage Order.
26 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
27 employee to work during a meal or rest break or recovery period mandated pursuant to an
28

1 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission..."

3 67. California Labor Code §1198 makes unlawful the employment of an employee
4 under conditions the IWC prohibits.

5 68. IWC Order No. 1-2001(11)(A) provides, in relevant part: "No employer shall
6 employ any person for a work period of more than five (5) hours without a meal period of not
7 less than 30-minutes, except that when a work period of not more than six (6) hours will
8 complete the day's work the meal period may be waived by mutual consent of the employer and
9 the employee."

10 69. IWC Order No. 1-2001 (11)(c) further provides, in relevant part: "Unless the
11 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
12 considered an 'on duty' meal period and counted as time worked."

13 70. Section 512(a) of the California Labor Code provides, in relevant part, that:

14 An employer may not employ an employee for a work period of more than five
15 hours per day without providing the employee with a meal period of not less
16 than 30-minutes, except that if the total work period per day of the employee is
17 no more than six hours, the meal period may be waived by mutual consent of
18 both the employer and employee. An employer may not employ an employee
19 for a work period of more than 10 hours per day without providing the
20 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.

21 71. The Labor Code and Wage Order provisions cited above require California
22 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
23 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
24 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
25 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
26 the fifth hour of their shifts.

27 72. As alleged herein, Defendant failed to relieve employees of duties for timely
28 meal breaks throughout the Class Period. Plaintiff and the members of the Class's meal periods

1 were routinely afforded late, interrupted and/or restricted. Further, when Plaintiff and Class
2 members worked 10 or more hours per day, they were not afforded second meal breaks.

3 73. Under California law, employers must also record their employees' meal
4 periods: "Every employer shall keep accurate information with respect to each employee,
5 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
6 operations cease ... need not be recorded." IWC Order No. 1, § (7)(A)(3). Where the employer
7 has failed to keep records required by statute, the consequences of such failure should fall on
8 the employer, not the employee. In such a situation, imprecise evidence by the employee can
9 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
10 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
11 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
12 known its employees were regularly missing meal periods during the Class Period.

13 74. Plaintiff and Class members did not record the start and end times of their meal
14 periods in violation of *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58. Further,
15 Defendant adjusted Plaintiff and Class members' time records to reflect compliant meal breaks.

16 75. Defendant has a policy or practice of failing to ensure that Plaintiff and
17 members of the Class take the meal periods required by California Labor Code §226.7 and
18 IWC Wage Order No. 1-2001 §11.

19 76. By their actions in not affording Plaintiff and Class members meal periods
20 and/or not affording them timely meal periods, Defendant violated Cal. Lab. Code §226.7(b)
21 and section 11 of Wage Order No. 1 in the amount of one additional hour of pay at the
22 employee's regular rate of compensation for each work period during each day in which
23 Defendant failed to provide employees with statutory timely off-duty meal periods.

24 77. Defendant also has a policy or practice of failing to pay each of their employees
25 who was not provided with a meal period as required an additional one hour of compensation at
26 each employee's regular rate of pay.

27 //

28 //

78. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to bring a private right of action to recover wages due based on the deprivation of timely meal periods under Cal. Labor Code § 226.7(b).

79. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 1.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Labor Code § 226.7 and IWC Wage Order No. 1 By Plaintiffs Against Defendant and Does 1 through 100)

80. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

81. Labor Code § 226.7 and IWC Wage Order No. 1 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

82. Labor Code § 226.7 and IWC Wage Order No. 1 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

83. Defendant has intentionally and improperly denied any rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 1. Further, Defendant adjusted Plaintiff and Class members' time records to reflect compliant rest breaks.

84. At all times relevant hereto, Plaintiff and members of the Class have worked 11 or more or more hours daily.

85. At all times relevant hereto, Defendant failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 1. Plaintiff and Class were not afforded any rest

1 breaks. On days when Plaintiff and Class members worked 10 or more hours, which was every
2 day, they were not afforded third rest breaks.

3 86. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff
4 and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in
5 amounts which are presently unknown to Plaintiff and the Class, but which exceed the
6 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

9 **ITEMIZED STATEMENTS**

10 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

11 87. Plaintiff and the Class reallege and incorporate by reference all of the allegations
12 set forth in this Complaint.

13 88. Pursuant to IWC Wage Order No. 1, Defendant was the employer of Plaintiff
14 and the Class.

15 89. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 16-
16 2001 section 7, Defendant is required to maintain and provide accurate records relating to
17 employee compensation including all formulas and production records used to calculate wages
18 due.

19 90. Defendant is further required to provide, *inter alia*, semimonthly or at the time
20 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
21 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
22 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
23 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

24 91. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
25 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
26 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
27 in which the employer knowingly and intentionally failed to provide accurate itemized
28 statements to the employee causing the employee to suffer injury.

1 92. Notwithstanding these provisions. Defendant has engaged in a uniform practice
2 of refusing to maintain and provide the accurate records and wage statements required by
3 California law.

4 93. Throughout the Class Period, Defendant intentionally and knowingly provided
5 Plaintiff and other members of the Class with weekly itemized wage statements containing
6 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
7 that the payments owed to Plaintiff and the members of the Class for overtime compensation,
8 minimum wages, untimely or missed meal and rest periods, reimbursement for business
9 expenses, uniform maintenance, sick pay, were not included in gross wages earned by Plaintiff
10 and members of the Class.

11 94. As a result, Plaintiff and members of the Class have been injured by having been
12 deprived of the true facts pertaining to their compensation and employment.

13 95. Plaintiff and members of the Class were damaged by these failures because,
14 among other things, the failures led them to believe that they were not entitled to overtime
15 compensation, minimum wages, pay for meal and rest periods not provided, reimbursement for
16 business expenses, a uniform maintenance allowance and sick pay, even though they were so
17 entitled and these failures hindered them from determining the amounts of wages owed to
18 them.

19 96. Plaintiff and members of the Class are entitled to the amounts provided in Labor
20 Code §226(e), plus attorneys' fees and costs.

21 97. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
22 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
23 provided by law for Defendant's improper conduct.

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

26 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

27 98. Plaintiff and the Class reallege and incorporate by reference all of the allegations
28 set forth in this Complaint.

1 99. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
2 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
3 from employment, unpaid wages are due and payable within 72 hours of resignation.

4 100. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
5 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
6 paid, not to exceed thirty days.

7 101. Plaintiff and the Class were discharged and/or resigned from Defendant's
8 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them for
9 overtime, minimum wages, meal/rest breaks not properly afforded and sick pay.

10 102. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
11 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

12 **SEVENTH CAUSE OF ACTION**

13 **REIMBURSEMENT OF BUSINESS EXPENSES**

14 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

15 103. Plaintiff and the Class reallege and incorporate by reference all of the allegations
16 set forth in this Complaint.

17 104. Labor Code §2802 requires employers to indemnify employees for all necessary
18 expenditures incurred by employees in the discharge of their duties.

19 105. Defendant required Plaintiff and Class members to drive using their personal
20 vehicles and cell phones and to purchase tools for business. However, Defendant failed to
21 reimburse Plaintiff and members of the Class for their gas, mileage, cell phone and tool
22 expenses incurred on Defendant's behalf.

23 106. At all times relevant herein, Defendant was aware that Plaintiff and Class
24 members were using their personal cell phones and vehicles and purchasing tools for work-
25 related purposes, but failed to indemnify Plaintiff and Class members for all their business-
26 related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and
27 thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing
28 Plaintiff and Class Members for their work-related expenses that they incurred in using their

1 personal cell phones and vehicles and purchases of tools, including wear and tear, for work-
2 related purposes.

3 107. As a result of Defendant's conduct, Plaintiff and Class Members suffered
4 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
5 business-related expenses incurred in the discharge of their duties.

6 108. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to
7 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
8 costs of suit.

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO PAY UNIFORM MAINTENANCE ALLOWANCE**

11 ***(Labor Code § 2802, Wage Order No. 16 By Plaintiffs against Defendant and Does 1***
12 ***through 100)***

13 109. Plaintiff and the Class reallege and incorporate by reference all of the allegations
14 set forth in this Complaint.

15 110. Under California law, if an employer requires employees to wear a uniform, the
16 employer must pay for and maintain the uniform for the employee. Labor Code
17 §2802.

18 111. An employer may never impose a financial burden on employees, with respect
19 to paying for and maintaining clothing, which would reduce the employees' wage rate below
20 the minimum wage.

21 112. Here, Defendant required Plaintiff and Class members to wear uniforms.
22 However, Plaintiff and Class members were required to purchase and maintain their uniforms
23 themselves.

24 113. Defendant failed to reimburse Plaintiff and members of the Class for their
25 uniforms and/or maintenance expenses.

26 114. As a proximate result of the aforementioned violations of Labor Code § 2802,
27 Plaintiff and members of the Class have been damaged in an amount according to proof at the
28 time of trial.

1 115. As a proximate result of the aforementioned violations of § 2802, Plaintiff and
2 members of the Class are entitled to recovery from Defendant for reimbursement of necessary
3 expenditures including interest and attorneys' fees.

4 **NINTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE SICK LEAVE**

6 **(Cal. Labor Code § 246; IWC Wage Order No. 1 By Plaintiffs against Defendant and**
7 **Does 1 through 100)**

8 116. Plaintiff and the Class reallege and incorporate by reference all of the allegations
9 set forth in this Complaint.

10 117. Although California Labor Code section 246 required it, Plaintiff did not accrue
11 paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the
12 commencement of employment.

13 118. Although California Labor Code section 246 required it, Defendant did not
14 accrue paid sick days at a regular basis that would have provided at least 24 hours of accrued
15 sick leave or paid time off by the 120th calendar day of employment or each calendar year, or
16 in each 12-month period.

17 119. Here, Defendant did not separately provide paid sick days.

18 120. Because Defendant failed to properly accrue sick time on behalf of Plaintiff and
19 Class members in compliance with the law, Defendant is liable to Plaintiff and Class members
20 for payment at the regular rate of compensation for each sick time period that Defendant did
21 not provide sick pay, pursuant to Labor Code section 246.

22 121. Defendant's unlawful acts deprived Plaintiff and Class members of sick pay in
23 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
24 attorneys' fees, and costs.

25 **TENTH CAUSE OF ACTION**

26 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

27 **(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)**
28

1 122. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this Complaint.

3 123. California Labor Code Section 1198.5 provides:
4

5 (a) Every current and former employee, or his or her representative, has the
6 right to inspect and receive a copy of the personnel records that the
7 employer maintains relating to the employee's performance or to any
grievance concerning the employee.

8 (b) The employer shall make the contents of those personnel records available
9 for inspection to the current or former employee, or his or her
10 representative, at reasonable intervals and at reasonable times, but not later
11 than 30 calendar days from the date the employer receives a written request,
12 unless the current or former employee, or his or her representative, and the
13 employer agree in writing to a date beyond 30 calendar days to inspect the
14 records, and the agreed-upon date does not exceed 35 calendar days from
15 the employer's receipt of the written request to inspect the records. Upon a
written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
records,..... later than 30 calendar days from the date the employer receives
the request...

16 (k) If an employer fails to permit a current or former employee, or his or her
17 representative, to inspect or copy personnel records within the times specified I
18 this section... the current or former employee may recover a penalty of seven
hundred fifty dollars (\$750) from the employer.

19 (1) A current or former employee may also bring an action for injunctive relief
20 to obtain compliance with this section, and may recover costs and reasonable
attorney's fees in such an action.

21 124. Additionally, pursuant to Wage Order No. 1, at section 7 re: Records, employers
22 are required to keep accurate payroll records on each employee, and such records must be
23 made readily available for inspection by the employee upon reasonable request. The employer
24 must also maintain accurate production records.

25 125. On or about February 3, 2025, Plaintiff's counsel issued a written request to
26 Defendant for copies of his personnel records.

27 126. Under California Labor Code Sections 226, 432 and 1198.5, such records were
28 to include all records relating to Plaintiff's hours worked, wage statements and compensation.

1 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
2 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
3 records.

4 127. As a direct result and consequence of Defendant's failure and refusal to permit
5 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
6 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
7 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
8 penalty of \$750 based upon Defendant's violation of §1198.

9 **ELEVENTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1**
12 **through 100)**

13 128. Plaintiff and the Class reallege and incorporate by reference all of the allegations
14 set forth in this Complaint.

15 129. Pursuant to IWC Wage Order No. 1, Defendant was the employer of Plaintiff
16 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
17 Code §17021.

18 130. The Business & Professions Code defines unfair competition as any unlawful,
19 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
20 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
21 Plaintiff and the Class overtime compensation; (2) pay minimum wages; (3) pay Plaintiff and
22 the Class meal periods not provided, (4) pay Plaintiff and the Class rest periods not provided,
23 (5) furnish Plaintiff and the Class with accurate itemized wage statements, as mandated by the
24 applicable Labor Code and Industrial Welfare Commission requirements, (6) pay wages due on
25 termination of employment; (7) reimburse business expenses, (8) provide a uniform
26 maintenance allowance; (8) provide sick leave, (9) provide personnel records, all in violation of
27 Business & Professions Code §§ 17200 *et seq.*

1 131. By and through the unfair and unlawful business practices described herein,
2 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
3 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
4 Plaintiff and the Class.

5 132. All the acts described herein are violations of, among other things, the Labor
6 Code and Industrial Commission Wage Order No. 1, are unlawful and in violation of public
7 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
8 constitute unfair and unlawful business practices in violation of Business & Professions Code
9 §§ 17200 *et seq.*

10 133. Plaintiff and the Class are entitled to, and do, seek such relief as may be
11 necessary to restore to them the money and property which Defendant has acquired, or of
12 which Plaintiff and the Class have been deprived by means of the above-described unfair and
13 unlawful business practices.

14 134. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
15 above-described business practices are unfair and unlawful and that injunctive relief should be
16 issued restraining Defendant from engaging in any of the above described unfair and unlawful
17 business practices in the future.

18 135. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
19 redress the injuries which they have suffered as a consequence of the unfair and unlawful
20 business practices of Defendant. As a result of the unfair and unlawful business practices
21 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
22 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
23 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
24 Plaintiff and the Class.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
27 and against Defendant as follows:
28

- 1 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff
2 and Class Members, according to proof;
- 3 2. For compensatory damages in the amount minimum wages due to Plaintiff and
4 Class Members, according to proof;
- 5 3. For payment of unpaid wages in accordance with California labor and
6 employment law;
- 7 4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
8 Class Members for each workday that a meal and/or rest period was not provided;
- 9 5. For payment to Plaintiff and Class members of waiting time penalties pursuant
10 to *Cal. Lab. Code* §203, in an amount equal to his and Class members' respective daily rates of
11 pay at the time of termination or layoff, multiplied by the total amount of days elapsed between
12 the date of the involuntary termination, and/or 72 hours after notice of the voluntary
13 termination, up to a maximum of 30 days' pay, according to proof;
- 14 6. For specific relief enforcing waiting time penalties of 30 days of per diem wages
15 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
- 16 7. For compensatory damages in the amount of Plaintiff and Class Members' cell
17 phone, vehicle and purchases of tools expenses for business purposes, costs and attorneys' fees
18 pursuant to *Cal. Code Civ. Proc.* §2802(c);
- 19 8. For compensatory damages in the amount of Plaintiff and Class members'
20 uniform maintenance expenses, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
21 §2802(c);
- 22 9. For sick pay;
- 23 10. For an award of consequential damages in Plaintiff and Class Members' favor
24 and against Defendant, in an amount to be proven at trial;
- 25 11. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 26 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
27 pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;
- 28

1 13. For prejudgment interest accrued on all due and unpaid overtime and minimum
2 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
3 1194(a), according to proof;

4 14. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
5 according to proof;

6 15. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No.1-
7 2001(14);

8 16. For reasonable costs, including attorneys' fees, in an amount according to proof
9 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802, and/or *Cal. Code of*
10 *Civ. Proc.* §1021.5;

11 17. For an award of restitution of wages to Plaintiff and Class members in an
12 amount equal to the amount of wages owed and unpaid, according to proof;

13 18. For injunctive relief requiring Defendant to comply with Labor Code
14 1198.5(b)(1);

15 19. For injunctive relief ordering the continuing unfair business acts and practices to
16 cease, as the Court deems just and proper;

17 20. For other injunctive relief ordering Defendant to notify Plaintiff and Class
18 members that they have not been paid the proper amounts in accordance with California law;

19 21. For punitive and exemplary damages in a sum to be determined at trial; and

20 22. For such other and further relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff Marco Antonio Diaz Romero hereby respectfully requests a trial by jury for all
23 claims and issues raised in his Complaint that may be entitled to a jury trial.

24
25 LIPELES LAW GROUP, APC

26 Date: February 3, 2025

27 By: 

28 Thomas H. Schelly
 Attorneys for Plaintiff
 Marco Antonio Diz Ramirez