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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

EDUARDO CARRANZA,

Plaintiff,

vs.

MISSION ONE CORPORATION, INC. dba
OPAL CAR WASH, NITABEN PATEL, and
DOES 1 through 20, inclusive,

Defendants.

Case Nos.: **CVRI 2204429**

Hon.

Dept.:

COMPLAINT FOR:

- 1. Failure To Pay All Wages Due Upon Termination: Waiting Time Penalties [Cal. Lab. Code § 201-203]**
- 2. Failure To Pay All Wages Earned [Cal. Lab. Code § 201-202, 218, 218.5, 1194, 1194.2, 1198]**
- 3. Failure To Pay Overtime Wages [Cal. Lab. Code § 510, 21.5, AND 1194]**
- 4. Failure To Issue Accurate Itemized Wage Statements [Cal. Lab. Code § 226, 226.3]**
- 5. Failure To Timely Produce Personnel File [Cal. Lab. Code § 1198.5]**
- 6. Violations Of California's Unfair Competition Act [Bus. & Prof. Code § 17200 et seq.]**
- 7. Private Attorney General Act**

JURY TRIAL DEMANDED

COMES NOW, Plaintiff, EDUARDO CARRANZA (“Plaintiff”), who alleges as follows against MISSION ONE CORPORATION, INC. dba OPAL CAR WASH, NITABEN PATEL, and DOES 1 through 20, inclusive, (“Defendants”):

JURISDICTION

1. This Court has personal jurisdiction over Defendants because Defendants engaged in wrongful conduct in the State of California, which caused harm to Plaintiff in this state.

2. Venue is proper in this Court, because Defendants employ persons in this county, employed Plaintiff in this county, and thus a substantial portion of the occurrences related to this action occurred in this county. *Cal. Civ. Proc.* §395.

PARTIES

3. Plaintiff is now, and at all times relevant to this complaint, a competent adult over 18 years of age and a resident of the County of Riverside in the State of California.

4. Defendant, MISSION ONE CORPORATION, INC. dba OPAL CAR WASH, is organized and existing under the laws of the State of California, and at all relevant times was doing business in the car wash industry in the County of Riverside.

5. Defendant, NITABEN PATEL, is an individual, and a resident and citizen of the State of California.

6. At all times relevant herein, Defendant MISSION ONE CORPORATION, INC. dba OPAL CAR WASH was Plaintiff’s employer within the meaning of the Labor Code as they were joint employers or are each liable per the labor code, including California Labor Code 2810.3. Plaintiff has provided notice to Defendant to the extent necessary to provide notice as required under California 2810.3.

7. Plaintiff is informed and believes that at all times herein mentioned Defendants and DOES 1 through 20, are and were individuals, sole proprietorships, corporations, business entities, persons, and partnerships, licensed to do business and/or actually doing business in the State of California.

1 8. Plaintiff is unaware of the true names and capacities and is informed and believes
2 and thereon alleges that at all times herein mentioned Defendants and DOES 1 through 20, are
3 and were individual, corporate, associate, or otherwise, of the defendants sued as DOES 1
4 through 20, inclusive. They are unknown to Plaintiff and therefore Plaintiff sues them by such
5 fictitious names. Plaintiff will amend this complaint to allege their true names and capacities
6 when they become known to Plaintiff. Plaintiff is informed and believes, and thereon alleges,
7 that DOES 1 through 20, inclusive, are indebted to Plaintiff as hereinafter alleged, and that
8 Plaintiff's rights against such fictitiously named Defendants arise from such indebtedness.

9 9. Plaintiff is informed and believes, and on that basis alleges, that each defendant
10 sued in this action, including each defendant sued by the fictitious names DOES 1 through 20,
11 inclusive, are responsible and liable in some manner for the occurrences, controversies, and
12 damages alleged below.

13 10. All references to "Defendant", "Defendants", "company", "companies",
14 "employer", or any similar language, whether singular or plural, shall mean "defendants, and
15 each of them" when used throughout this complaint.

16 11. At all times herein mentioned, Defendants participated in the doing of the acts
17 and omissions herein alleged, were acting within the purpose, course and scope of said agency
18 and/or employment to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, managing agents, servants, employees, alter-
20 egos, co-conspirators, joint-venturers, partners, successors in interest and predecessors in
21 interest of each of the other Defendants.

22 12. At all times herein mentioned, Defendants were acting within the purpose, course
23 and scope of said agency and/or employment so as to invoke vicarious liability and respondeat
24 superior liability among other theories of liability to hold Defendants liable and responsible for
25 the injuries and damages to Plaintiff.

26 13. At all times herein mentioned, the acts and omissions of various Defendants
27 contributed to the various acts and omissions of each and all of the other Defendants in
28 proximity causing the injuries and damages as herein alleged.

1 14. At all times herein mentioned, Defendants, including all Defendants' managing
2 agents, officers, and directors, had advanced knowledge of and/or ratified each and every act or
3 omission complained throughout this complaint. At all times relevant herein, Defendants and/or
4 their managing agents, officers or directors committed and/or participated in the wrongful acts
5 and omissions complained of throughout this complaint or ratified such acts and omissions.

6 15. At all times herein mentioned, the Defendants aided and abetted the acts and
7 omissions of each and all of the other Defendants in proximately causing the damages as herein
8 alleged.

9 16. Plaintiff is informed and believes and thereon alleges that there exists such a
10 unity of interest and ownership between Defendants, that the individual and separateness of
11 Defendants have ceased to exist.

12 17. Plaintiff is informed and believes and thereon alleges that each Defendant had
13 the ability to determine wages, hire, fire, and discipline Plaintiff and similarly situated
14 employees.

15 18. The business affairs of Defendants are, and at all times relevant hereto were, so
16 mixed and intermingled that the same cannot reasonably be segregated, and the same
17 inextricably entwined.

18 19. The recognition of the separate existence of any Defendant would not promote
19 injustice, in that it would permit the Defendants to wrongfully insulate themselves from
20 liability to Plaintiff.

21 20. Adherences to the fiction of the separate existence of Defendants would permit
22 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
23 from liability for the wrongful acts committed by it.

24 21. Plaintiff is informed and believes, and based thereon alleges that Defendants
25 are alter egos of each other.

26 **GENERAL FACTS AND ALLEGATIONS**

27 22. Plaintiff is informed, believes and thereon alleges that at all times relevant
28 hereto, Defendant NITABEN PATEL operated MISSION ONE CORPORATION, INC. dba

1 OPAL CAR WASH, a company that is involved in the car wash industry. The company is
2 located at 3898 Opal Street, Jurupa Valley, CA 92509.

3 23. On information and belief, Defendant NITABEN PATEL is the owner of
4 MISSION ONE CORPORATION, INC. dba OPAL CAR WASH, and exercised pervasive
5 control over Plaintiff's wages and working conditions.

6 24. Defendants MISSION ONE CORPORATION, INC. dba OPAL CAR WASH
7 employed Plaintiff, at all relevant times, as a general laborer, from in or about February of
8 2022, until the termination of Plaintiff's employment on March 25, 2022.

9 25. On information and belief, given Defendants' illegal failure to timely produce
10 Plaintiff's personnel and payroll files, Plaintiff alleges as follows: from in or about February
11 of 2022 until Plaintiff's termination on or about March 25, 2022, Plaintiff was compensated at
12 an hourly rate of \$14. Plaintiff worked, on average, for six days per week, working on average
13 eight hours per day, starting his shift at or about 10:00 a.m. and ending his shift at or about
14 6:00 p.m. Plaintiff regularly worked up to ten (10) hours per day.

15 26. At all times mentioned herein, Plaintiff was a non-exempt employee entitled to
16 all minimum and overtime wages, meal period breaks, and rest period breaks.

17 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 controlled or affected the working conditions, wages, working hours, scope and conditions of
19 employment of Plaintiff during Plaintiff's employment with Defendant.

20 28. As of the date of Plaintiff's termination on or about March 25, 2022,
21 Defendants owed Plaintiff for 50 hours of work performed.

22 **FIRST CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
23 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION: WAITING TIME**
24 **PENALTIES [Cal. Lab. Code § 201-203]**

25 29. Plaintiff repeats, realleges, and incorporates all allegations throughout this
26 complaint as though set forth in full herein.

27 30. At all relevant times herein, Defendants failed to pay all of Plaintiff's earned
28 wages and other compensation due immediately upon termination or within seventy-two hours

1 of resignation, as required. These wages refer to, at a minimum, the wages earned and unpaid at
2 time of discharge and overtime compensation that Defendants should have paid, but did not pay
3 to Plaintiff during the term of his employment and which were, at the latest, due within the time
4 parameter of Labor Code §§ 201- 203.

5 31. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code
6 §§ 201 – 203.

7 32. As a direct and proximate result of Defendants’ willful failure to pay these
8 wages, Plaintiff is entitled to repayment of his earned and unpaid wages at time of discharge,
9 and overtime compensation, as previously pleaded herein, amounting to \$3,360 in wait time
10 penalties, calculated based on thirty days of wages at \$14 per hour.

11 33. Based on Defendants’ conduct as alleged herein, Defendants are liable for \$3,360
12 in statutory penalties pursuant to Labor Code § 203 and other applicable provisions, as well as
13 attorneys’ fees and costs.

14 34. Plaintiff alleges that Defendants are liable jointly and severally for damages
15 pursuant to Labor Code section § 558.1.

16 35. In addition to the alter ego theory of liability for NITABEN PATEL, as alleged
17 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
18 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
19 the statute and related Industrial Welfare Commission Order provision at issue throughout this
20 cause of action.

21 **SECOND CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
22 **FAILURE TO PAY ALL WAGES EARNED [Cal. Lab. Code § 201-202, 218, 218.5,**
23 **1194, 1194.2, 1198]**

24 36. Plaintiff repeats, realleges, and incorporates all allegations throughout this
25 complaint as though set forth in full herein.

26 37. At all relevant times herein, Defendants were required to compensate its hourly
27 employees for all hours worked upon reporting to work at the appointed time stated by the
28

1 employer pursuant to the Industrial Commission Order 7-2001, California Code of Regulations,
2 Title 8.

3 38. Labor Code § 1194 provides in relevant part: “Notwithstanding any agreement
4 to work for a lesser wage, any employee receiving less than the legal minimum wage ...
5 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
6 amount of this minimum wage ..., including interest thereon, reasonable attorney’s fees, and
7 costs of suit.”

8 39. “In any action under ... Section 1194 to recover wages because of the payment
9 of a wage less than the minimum wage fixed by an order of the commission, an employee shall
10 be entitled to recover liquidated damages in an amount of the wages unlawfully unpaid and
11 interest thereon.” Labor Code § 1194

12 40. As mentioned herein, Defendants failed failed to pay wages for hours worked
13 including overtime hours worked.

14 41. Accordingly, pursuant to Labor Code § 1194 and 218, Plaintiff is entitled to
15 recover wages for all hours, for all hours worked and for all other hours worked that were not
16 adequately compensated.

17 42. In addition to the alter ego theory of liability for NITABEN PATEL, as alleged
18 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
19 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
20 the statute and related Industrial Welfare Commission Order provision at issue in this cause of
21 action.

22 **THIRD CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
23 **FAILURE TO PAY OVERTIME WAGES [Cal. Lab. Code § 510, 218.5, AND 1194]**

24 43. Plaintiff repeats, realleges, and incorporates all allegations throughout this
25 complaint as though set forth in full herein.

26 44. Labor Code § 510 requires employers to pay their non-exempt employees one
27 and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours
28 in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all

1 hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-
2 exempt employees overtime compensation for the first eight hours of work done on the seventh
3 consecutive day of work done in any work week, and double-time compensation for any work
4 done beyond the first eight hours on the seventh consecutive day of work.

5 45. At all relevant times, Defendants required Plaintiff to work more than eight hours
6 per day and/or more than 40 hours per work week.

7 46. At all relevant times, Defendants failed and refused to pay Plaintiff all the
8 overtime compensation required by Labor Code § 510, § 8 Code of Regulations §11040, and
9 Industrial Welfare Commission Order No. 4-2001.

10 47. As alleged herein, Plaintiff is not exempt from the overtime requirements of
11 Labor Code § 510, § 8 Code of Regulations §11040, and Industrial Welfare Commission Order
12 No. 4-2001.

13 48. At all relevant times, Defendants, and each of them, willfully failed to pay
14 Plaintiff the correct amount of overtime compensation. Plaintiff was deprived of his rightfully
15 earned overtime compensation as a direct and proximate result of said conduct by Defendants.

16 49. In addition to the alter ego theory of liability for NITABEN PATEL, as alleged
17 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
18 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
19 the statute and related Industrial Welfare Commission Order provision at issue in this cause of
20 action.

21 **FOURTH CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
22 **FAILURE TO ISSUE ACCURATE ITEMIZED WAGE STATEMENTS [Cal. Lab. Code**
23 **§ 226, 226.3]**

24 50. Plaintiff repeats, realleges, and incorporates all allegations throughout this
25 complaint as though set forth in full herein.

26 51. Defendants failed to provide Plaintiff with accurate itemized wage statements in
27 writing in violation of Labor Code § 226, which requires wage statements to show: (1) total
28 hours worked, (2) hourly wages, (3) gross wages, (4) total deductions, (5) net wages earned, (6)

1 the inclusive dates of the period for which the employee is paid, (7) the name of the employee
2 and only the last four digits of his or her social security number, (8) the name and address of the
3 legal entity that is his employer, and (9) all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked at each hourly rate by the employee. At
5 the very least, wage statements that were issued were not accurate because Plaintiff was not
6 being compensated for work performed, and because Plaintiff was not being compensated the
7 correct amount of overtime wages, as more fully set forth in this complaint.

8 52. During the relevant time period, Defendants implemented an employment
9 practice whereby they willfully, intentionally, and not inadvertently, violated Labor Code
10 section 226 as they failed to provide Plaintiff with accurate wage statements compliant with the
11 Labor Code, as the wage statements were not accurate with respect to the applicable and correct
12 rates of pay including overtime rates of pay. As alleged herein, Plaintiff is not exempt from the
13 requirements of Labor Code § 226.

14 53. This failure has injured Plaintiff, by misrepresenting and depriving his hour,
15 wage, and earnings information to which he is entitled, causing him difficulty and expense in
16 attempting to reconstruct time and pay records, causing him not to be paid wages he earned,
17 causing him to be unable to rely on earnings statements in dealings with third parties, and
18 eliminating his right under Labor Code § 226(b) to review itemized wage statement information
19 by inspecting the employer's underlying records. For the time periods during which Plaintiff
20 was not provided with any pay stubs, his previously mentioned injuries are presumed as a matter
21 of law.

22 54. Based on Defendants' conduct as alleged herein, Plaintiff is owed the greater of
23 actual wages earned or entitled to a maximum penalty of \$4,000 based on \$50 for each pay
24 period in which there was an initial violation of Section 226 and \$100 for each subsequent pay
25 period in which there was a further violation. Based on the number of violations against
26 Defendants, Defendants are liable to Plaintiff for \$4,000 in damages and statutory penalties
27 pursuant to Labor Code § 226, civil penalties pursuant to Labor Code § 226.3, and other
28 applicable provisions, as well as attorneys' fees and costs.

1 55. Plaintiff seeks injunctive relief under Labor Code section 226 in the form of an
2 order from the Court ordering Defendants to properly state the wages earned, the proper hours
3 worked, and to furnish accurate wage statements to each Plaintiff herein as well as other
4 similarly situated employees.

5 56. In addition to the alter ego theory of liability for NITABEN PATEL, as alleged
6 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
7 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
8 the statute and related Industrial Welfare Commission Order provision at issue throughout this
9 cause of action.

10 **FIFTH CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
11 **FAILURE TO TIMELY PRODUCE PERSONNEL FILE [Cal. Lab. Code § 1198.5]**

12 57. Plaintiff repeats, realleges, and incorporates all allegations throughout this
13 complaint as though set forth in full herein.

14 58. On or about April 20, 2022, Plaintiff made a written request to inspect his
15 personnel file from Defendant MISSION ONE CORPORATION, INC. dba OPAL CAR
16 WASH. Defendant MISSION ONE CORPORATION, INC. dba OPAL CAR WASH,
17 responded to Plaintiff's written request to inspect his personnel file, but failed to produce the
18 file or allow Plaintiff to inspect his complete personnel file. On or about August 26, 2022,
19 Defendant produced a single employee information sheet and a payroll journal report, which
20 amounted to two (2) pages total. At no point did Defendants produce Plaintiff's complete
21 personnel file or make such available to Plaintiff for inspection.

22 59. Plaintiff is entitled to \$750 in civil penalties due to each Defendant that failed to
23 provide employment records including Defendant MISSION ONE CORPORATION, INC. dba
24 OPAL CAR WASH which violated Labor Code Section § 1198.5.

25 60. Plaintiff seeks injunctive relief to compel Defendants MISSION ONE
26 CORPORATION, INC. dba OPAL CAR WASH to produce a full and accurate copy of
27 Plaintiff's personnel files including payroll records.
28

1 61. Defendants’ conduct described herein violates the Labor Code. Therefore,
2 Plaintiff is entitled to recover all damages and civil penalties that Defendants owe Plaintiff, plus
3 interest, statutory penalties, and attorneys’ fees, expenses, and costs.

4 62. In addition to the alter ego theory of liability for NITABEN PATEL, as alleged
5 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
6 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
7 the statute and related Industrial Welfare Commission Order provision at issue in this cause of
8 action.

9 **SIXTH CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
10 **VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION ACT Bus. & Prof.**
11 **Code § 17200 et seq**

12 63. Plaintiff repeats, realleges, and incorporates all allegations throughout this
13 complaint as though set forth in full herein.

14 64. California Business & Professional Code § 17200 prohibits any unlawful, unfair,
15 or fraudulent business practices.

16 65. California Business & Professional Code § 17204 allows “any person acting for
17 the interests of itself, its members or the general public” to prosecute a civil action for violation
18 of the UCL.

19 66. Labor code § 90.5(a) states that it is the public policy of California to force
20 vigorously minimum labor standards in order to ensure employees are not required to work
21 under substandard and unlawful conditions, and to protect employers who comply with the law
22 from those who attempt to gain competitive advantage at the expense of their workers by failing
23 to comply with minimum labor standards.

24 67. Defendants’ violation of 8 Code of Regulations §11040, Industrial Welfare
25 Commission Order No. 4-2001, Labor Code §§201, 203, 226, 226.7, 510, 512, 1194, 1194.2,
26 1197, and other applicable provisions, as alleged herein, including Defendants’ failure and
27 refusal to pay minimum wages and overtime wages, failure to provide accurate and complaint
28 wage statements, failure to timely pay compensation upon termination or resignation, and

1 Defendant's failure to maintain complete and accurate payroll records for the Plaintiff, constitute
2 unfair business practices in violation of Business & Professional Code §17200 et seq.

3 68. As a result of Defendants' unfair business practices, Defendants have reaped
4 unfair benefits and illegal profits at the expense of Plaintiff and members of the public.
5 Defendants should be made to disgorge their ill-gotten gains and restore such monies to
6 Plaintiff.

7 69. Defendants' unfair business practices entitled Plaintiff to seek preliminary and
8 permanent injunctive relief, including but not limited to orders that the Defendants account for,
9 disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits
10 unlawfully withheld from her.

11 70. Under Section 17208 of the California Business and Professions Code, the statute
12 of limitations for a claim under Section 17200 is four years. Accordingly, the actionable period
13 of the unpaid wage causes of actions alleged hereinabove are extended from three years of
14 recovery for wage claims to an additional fourth year of recovery.

15 71. Pursuant to Business & Professional Code §17000 and §17200, the acts
16 constitute continuing and ongoing unlawful activities that justify the issuance of an injunction
17 and all remedies available in the form of unpaid wages, penalties and specific damages that are
18 cumulative and recoverable for Plaintiff.

19 72. Plaintiff has assumed the responsibility of enforcement of the laws and lawful
20 claims specified herein. There is a financial burden incurred in pursuing this action which is in
21 the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California
22 Code of Civil Procedure section 1021.5.

23 **SEVENTH CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
24 **VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**
25 **(Cal. Labor Code §§ 2698 et seq.)**

26 73. Plaintiff repeats, realleges, and incorporates all allegations throughout this
27 complaint as though set forth in full herein.
28

1 74. Plaintiff has satisfied all prerequisites to serve as a representative to enforce the
2 penalty provisions of PAGA. Plaintiff, through duly appointed counsel, gave written notice
3 properly with the LWDA, Case No. LWDA-CM-894970-22 and the employer by certified mail,
4 on July 12, 2022 informing them of the specific provisions of the California Labor Code that
5 Defendants violated, including the facts and theories that support the alleged violations.

6 75. Plaintiff has not received notice from the LWDA that it intends to investigate and
7 has allowed sixty-five (65) days to elapse. Thus, Plaintiff is permitted to commence this civil
8 action.

9 76. Plaintiff thus seeks, as a representative of the State of California, to recover all
10 penalties otherwise capable of being collected by the LWDA, or any of its departments,
11 divisions, commissions, boards, agencies, or employees.

12 77. This includes the civil fines applicable to Plaintiff's violations of the California
13 Labor Code §§ 204, 226(a), 510, 558 and 1194.

14 78. PAGA provides that for all provisions of the California Labor Code, except for
15 those for which a civil penalty is specifically provided, there is established a civil penalty of one
16 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
17 two hundred (\$200) for each aggrieved employee per pay period for each subsequent violation.
18 See Labor Code §2699(f).

19 79. Funds recovered under PAGA will be distributed as required by law, with 75%
20 of the civil fines being paid to the LWDA and 25% to the aggrieved employees.

21 80. Labor Code § 558(a) provides for a civil penalty that consists of both a penalty
22 and amount and any underpaid wages, with the underpaid wages going entirely to the affected
23 employee or employees as an express exception to the general rule that civil penalties recovered
24 in a PAGA action are distributed 75 percent to the LWDA and 25 percent to the aggrieved
25 employees. *Thurman v. Bayshore Transit Management, Inc.* (2102) 203 Cal.App.4th 1112,1114;
26 *Lawson v. ZB, N.A.* (2017) 18 Cal.App.5th 705, 717-718.

27 81. Plaintiff and other current and former employees of Defendants are "aggrieved
28 employees" under PAGA, as they were employed by Defendants on an hourly basis during the

relevant period and suffered one or more of the Labor Code violations set forth herein.

Accordingly, Plaintiff seeks to recover on his behalf and on behalf of other current and former employees of Defendants, the civil penalties provided by PAGA, as well as attorney's fees and costs for the prosecution of this action.

82. Plaintiff seeks to recover the PAGA civil penalties for violations of the following Labor Code provisions, as more thoroughly detailed throughout this Complaint, including in the PAGA Notice attached hereto as Exhibit 1, incorporated into this Complaint.

- a. Labor Code § 204: Defendants violated this section by failing to pay to Plaintiff, and other aggrieved employees, all of their earned wages within seven (7) days after the close of the pay period. Defendants still owed Plaintiff, and the other aggrieved employees, underpaid wages;
- b. Labor Code § 226(a): By underpaying, or failing to pay, Plaintiff, and other aggrieved employees in violation of Labor Code provisions for timely paid wages, overtime wages and wages upon discharge, Defendants have violated Labor Code § 226's requirement to provide accurate wage statements.;
- c. Labor Code § 510: Defendants failed to pay Plaintiff, and other aggrieved employees, the required premiums for their overtime hours;
- d. Labor Code § 558: Defendants are liable to all aggrieved employees for violations of Labor Code §§ 500-558.1, which include civil fines and underpaid wages which must be paid to the affected employees;
- e. Labor Code § 1194: Defendants failed to pay Plaintiff, and other aggrieved employees, the legal overtime compensation applicable to employees.

PRAYER

PLAINTIFF PRAYS for judgment against Defendant as follows:

As to the First Cause of Action:

1. For all penalties and an award of costs, interest and reasonable attorney fees in accordance with Labor Code § 201 – 203, including \$3,360 in waiting time penalties;

2. A declaratory judgment that Defendants violated Labor Code §§ 201- 203 by failing to provide plaintiff with all wages due at the time of his termination;

3. For injunctive relief as justice requires, including an accounting of all hours worked, all wages paid and any other financial records relating to Plaintiff's employment, restitution and other equitable relief as justice requires;

As to the Second Cause of Action:

4. A declaratory judgment that Defendants violated Labor Code §1194 and §1194.2 by failing to pay all wages;

5. For unpaid wages as alleged herein, according to proof at time of trial;

6. For injunctive relief as justice requires, including an account of all hours worked, all wages paid and any financial records relating to Plaintiff's employment, restitution and other equitable relief as justice requires.

7. For attorney's fees and costs under all applicable statutes allege herein;

As to the Third Cause of Action:

8. A declaratory judgment that Defendants violated Labor Code §510 and §1194 for failing to pay overtime wages for hours worked over eight hours per day, or forty hours per week;

9. For all unpaid overtime wages, in an amount to be proven at time of trial;

10. For all penalties and an award of costs, interest and reasonable attorney's fees in accordance with Labor Code §1194 and 1194.2;

11. For injunctive relief as justice requires, including accounting of all hours worked, all wages paid and any financial records relating to Plaintiff's employment, restitution and other equitable relief as justice requires;

As to the Fourth Cause of Action:

12. For all penalties pursuant to Labor Code § 226 which is: (a) the greater of all actual damages of \$4,000 (in the form of unpaid wages), or (b) the maximum penalty of \$4,000 to each Plaintiff;

1 13. A declaratory judgment that Defendants violated Labor Code § 226 by failing
2 to provide Plaintiff an accurate itemized wage statement;

3 14. For all costs and attorneys' fees pursuant to statute;

4 15. For injunctive relief as justice requires, including an accounting of all hours
5 worked, all wages paid and any financial records relating to Plaintiff's employment,
6 restitution and other equitable relief as justice requires;

7 As to the Fifth Cause of Action:

8 16. For civil penalties in a sum according to proof, totaling at least \$750 per
9 Defendant;

10 17. For injunctive relief as justice requires, including an order for Defendants to
11 produce Plaintiff's personnel files or any other injunctive relief that justice requires in order to
12 obtain compliance with Labor Code § 1198.5;

13 As to the Sixth Cause of Action:

14 18. For equitable relief in the form of an order requiring Defendants, its agents,
15 servants, and employees and all persons acting directly or indirectly, in concert with them, to
16 restore and disgorge all funds to Plaintiff acquired by means of any act or practice declared by
17 this Court to be unlawful, unfair or fraudulent and therefore constituting unfair competition
18 under §17200 of the Cal. Business & Professions Code;

19 19. For all unpaid wages as alleged and detailed above;

20 20. For equitable relief in the form of an order and restitution in the form of an
21 additional fourth year of recovery for unpaid wages as a result of Defendant's violation of
22 California wage and hour laws mentioned herein.

23 As to the Seventh Cause of Action:

24 21. For an award of civil penalties, per each violation, pursuant to PAGA;

25 22. For an award of wages unpaid, or underpaid, pursuant to Labor Code §§ 500-
26 558.1, to be paid to the affected employees.

27 As to all claims for relief:

28 23. For attorneys' fees and costs under all applicable statutes alleged herein;

- 1 24. For all costs and disbursements incurred in this suit;
2 25. For pre and post judgment interest as allowed by law;
3 26. For such other and further relief as the Court deems just and proper

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a jury trial on all causes of action asserted herein.

6
7 Dated: October 12, 2022

Law Offices of Matthew Rabban, APC

8
9 BY:



Matthew Rabban, Esq.
Attorneys for Plaintiff,
EDUARDO CARRANZA