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Assigned for All Purposes

Judge David A. Hoffer

CX-103

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

30-2025-01491427-CU-OE-CXC

MARK FOTOHABADI, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

ALL SOCIAL SALES LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

COMPLAINT FOR:

1. Misclassification as Independent Contractor (Cal. Lab. Code §§ 226.8 and 2750.3);
2. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
3. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
4. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
5. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
6. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
7. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
8. Failure to Indemnify Employee for Expenditures (Cal. Lab. Code § 2802);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff MARK FOTOHABADI (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant ALL SOCIAL SALES LLC, and
6 DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
7 Code violations and unfair business practices stemming from Defendants’ willful misclassification
8 of Plaintiff as an independent contractor, failure to pay for any and all hours worked (minimum,
9 straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit
10 rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and
11 failure to indemnify Plaintiff for expenditures.

12 2. Plaintiff brings the First through Ninth Causes of Action individually.

13 3. Plaintiff brings the Tenth Cause of Action as a representative action under the
14 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to him,
15 the State of California, and past and present non-exempt employees by Defendants in the State of
16 California during the statute of limitations period for their PAGA claim (hereinafter referred to as
17 the “Aggrieved Employees”).

18 4. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Orange County. As such, and based upon
20 all the facts and circumstances incident to Defendants’ business in California, Defendants are
21 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
22 (“IWC”), and the California Business & Professions Code.

23 5. Despite these requirements, throughout the statutory period, Defendants maintained
24 a systematic, company-wide policy and practice of:

- 25 (a) Willfully misclassifying employees as independent contractors when they
26 should have been classified as hourly-paid, non-exempt employees;
27 (b) Failing to pay employees for any and all hours worked, including all
28 minimum, straight time, and overtime wages in compliance with the

California Labor Code and IWC Wage Orders;

- (c) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (d) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (e) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;
- (f) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,
- (g) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment;

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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THE PARTIES

A. Plaintiff

8. Plaintiff MARK FOTOHABADI is a resident of Orange County, California who worked for Defendants in Orange County, California as a misclassified independent contractor from approximately March 2023 to approximately August 2024.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant ALL SOCIAL SALES LLC is, and at all times herein mentioned, was:

- (a) A limited liability company qualified to do business and actually conducting business throughout the State of California, including in Orange County; and,
- (b) The former employers of Plaintiff and the current and/or former employers of the Aggrieved Employees because Defendant ALL SOCIAL SALES LLC suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other employees and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the

principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff worked for Defendants in Orange County, California as a misclassified independent contractor, when he should have been classified as an hourly-paid, non-exempt employee. During Plaintiff's employment for Defendants, Defendants failed to pay Plaintiff any hourly wages and classified him as exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

14. Throughout Plaintiff's employment, Defendants willfully misclassified him as an independent contractor, failed to pay for any and all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

15. Throughout the statutory period, Defendants maintained a policy and practice of willfully misclassifying Plaintiff and the Aggrieved Employees as independent contractors, not paying Plaintiff and the Aggrieved Employees for any and all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by requiring Plaintiff and the Aggrieved Employees to perform work without clocking in and out for the workday or otherwise keeping track of time

1 worked. Some of this unpaid work should have been paid at the overtime rate. In failing to pay
2 for any and all hours worked, Defendants also failed to maintain accurate records of the hours
3 Plaintiff and the Aggrieved Employees worked.

4 16. Throughout the statutory period, Defendants wrongfully failed to include non-
5 discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or shift
6 differentials in the calculation of Plaintiff's and the Aggrieved Employees' regular rate of pay used
7 to calculate their overtime rate for the payment of overtime wages. Plaintiff and the Aggrieved
8 Employees earned non-discretionary bonuses, commissions, incentive pay, production pay,
9 performance pay, and/or shift differentials in the same pay periods where they worked overtime
10 hours. Accordingly, Defendants failed to compensate Plaintiff and the Aggrieved Employees for
11 all overtime compensation they were owed.

12 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
13 and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not
14 always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
15 hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five
16 hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods
17 that were not provided by the end of the fifth hour of work or tenth hour of work. Instead,
18 Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring,
19 pressuring, or encouraging them to perform work tasks which could not be completed without
20 working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved
21 Employees permission to take a meal period. Accordingly, Defendants' policy and practice was
22 not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with
23 California law.

24 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
25 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.
26 Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four
27 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
28 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),

1 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
2 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
3 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
4 could not be completed without working in lieu of taking mandatory rest periods, or by denying
5 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
6 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
7 rest periods in compliance with California law.

8 19. Throughout the statutory period, Defendants willfully failed and refused to timely
9 pay Plaintiff and the Aggrieved Employees all final wages due at their termination of employment.
10 In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum
11 wages, straight time wages, overtime wages, meal period premium wages, and rest period premium
12 wages owed to them by Defendants at the conclusion of their employment. On information and
13 belief, Defendants' failure to timely pay Plaintiff's final wages when his employment terminated
14 was not a single, isolated incident, but was instead consistent with Defendants' policy and practice
15 that applied to Plaintiff and the Aggrieved Employees.

16 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
17 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
18 all overtime hourly rates, and all gross and net wages earned (including correct hours worked,
19 correct wages for meal periods that were not provided in accordance with California law, and
20 correct wages for rest periods that were not authorized and permitted to take in accordance with
21 California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and
22 the Aggrieved Employees suffered injury because, among other things:

- 23 (a) the violations led them to believe that they were not entitled to be paid
24 minimum, straight time, overtime, meal period premium, and rest period
25 premium wages, even though they were entitled;
- 26 (b) the violations led them to believe that they had been paid the minimum,
27 straight time, overtime, meal period premium, and rest period premium
28 wages, even though they had not been;

- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

21. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones, use of personal vehicle, and internet service.

22. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

FIRST CAUSE OF ACTION

(Against All Defendants for Misclassification as Independent Contractor)

23. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

24. Plaintiff did not fit the definition of an independent contractor pursuant to California Labor Code section 2750.3. Defendants, however, willfully misclassified Plaintiff as an independent contractor during the entirety of his employment. Defendants wrongfully paid Plaintiff wages reported through Form 1099, forcing Plaintiff to incur self-employment taxes. By willfully misclassifying and improperly paying Plaintiff all his compensation as a purported independent contractor, Defendants avoided their obligation to pay employer-side payroll tax and forced Plaintiff to incur self-employment tax.

25. Defendants' willful misclassification of Plaintiff is a violation of Labor Code section 226.8 subjecting Defendants to, at minimum, a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.

26. In accordance with Labor Code 226.8(e), and in addition to any other remedy that this Court has ordered, the Court shall order Defendants to display prominently on the Defendant's internet website, in an area which is accessible to all employees and the general public, a notice that sets forth all of the following that: (1) this Court has found that Defendants have committed a serious violation of the law by engaging in the willful misclassification of employees; (2) Defendants have changed their business practices in order to avoid committing further violations of Labor Code section 226.8; (3) any employee who believes that he or she is being misclassified as an independent contractor may contact the Labor and Workforce Development Agency, including the mailing address, email address, and telephone number of the agency; and (4) the notice is being posted pursuant to a Court order.

27. As a result of Defendants' conduct, Plaintiff suffered injuries, including, but not limited to, monetary damages, in an amount to be proven at trial.

28. As a result of Defendants' conduct, Plaintiff is entitled to his attorneys' fees and costs of suit herein.

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for Any and All Hours Worked)

29. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

30. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

31. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff compensation for any and all hours he worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

32. Accordingly, Plaintiff is entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

33. By and through the conduct described above, Plaintiff has been deprived of his right to be paid wages earned by virtue of his employment with Defendants.

34. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff for his non-overtime hours worked without pay, Plaintiff suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and which will be ascertained according to proof at trial.

35. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiff.

36. Pursuant to California Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

37. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff all such wages due and failed to pay those wages twice a month.

38. Plaintiff is also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

39. As such, Plaintiff is owed \$299,988.00. Plaintiff's estimate of the unpaid non-overtime hours worked by Plaintiff is 40 hours per workweek: (\$96.15 [est. straight time wage] x 40 [hours per workweek] x 78 [workweeks during the employment period]) = \$299,988.00.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

40. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

41. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

42. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

43. At all times relevant hereto, Plaintiff worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as an employee of Defendants.

1 44. At all times relevant hereto, Defendants failed to pay Plaintiff overtime
2 compensation for the hours he worked in excess of the maximum hours permissible by law as
3 required by California Labor Code §§ 510 and 1198.

4 45. By virtue of Defendants' unlawful failure to pay additional premium rate
5 compensation to the Plaintiff for his overtime hours worked, Plaintiff has suffered, and will
6 continue to suffer, damages in amounts which are presently unknown to them but which exceed
7 the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

8 46. At all times relevant hereto, Defendants failed to include non-discretionary bonuses,
9 commissions, monetary and non-monetary incentives, production pay, performance pay, and/or
10 shift differentials in the calculation of Plaintiff's regular rate of pay used to calculate the overtime
11 rate for the payment of overtime wages.

12 47. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants
13 have made it difficult to calculate the full extent of overtime compensation due to Plaintiff.

14 48. Plaintiff also requests recovery of overtime compensation according to proof,
15 interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the
16 assessment of any statutory penalties against Defendants, in a sum as provided by the California
17 Labor Code and/or other statutes.

18 49. California Labor Code § 204 requires employers to provide employees with all
19 wages due and payable twice a month. The Wage Orders also provide that every employer shall
20 pay to each employee, on the established payday for the period involved, overtime wages for all
21 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all
22 compensation due, in violation of California Labor Code § 204.

23 50. As such, Plaintiff is owed \$224,998.80. Plaintiff's conservative estimate of the
24 violations suffered by Plaintiff is 20 overtime violations per workweek: (\$144.23 [overtime rate]
25 x 20 [violations per workweek] x 78 [workweeks during the employment period]) = \$224,998.80.

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FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

52. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff of all duty in order to take their first daily meal periods no later than the start of Plaintiff's sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff with both meal periods as required by California law. By their failure to permit and authorize Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

54. Under California law, Plaintiff is entitled to be paid one hour of additional wages for each workday he was not provided with all required meal period(s), plus interest thereon.

55. As such, Plaintiff is owed \$44,998.20. Plaintiff's conservative estimate of the violations suffered by Plaintiff is six meal break violations per workweek: \$96.15 (est. straight time hourly rate) x 6 (violations per workweek) x 78 (workweeks) = \$44,998.20.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

57. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two

hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

58. Despite these legal requirements, Defendants failed to authorize Plaintiff to take rest breaks, regardless of whether he worked more than four hours in a workday. By their failure to permit and authorize Plaintiff to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

59. Under California law, Plaintiff is entitled to be paid one hour of premium wages rate for each workday he was not provided with all required rest break(s), plus interest thereon.

60. As such, Plaintiff is owed \$74,997.00. Plaintiff's conservative estimate of the violations suffered by Plaintiff is 10 rest break violations per workweek: \$96.15 (est. straight time hourly rate) x 10 (violations per workweek) x 78 (workweeks) = \$74,997.00.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employee – Waiting Time Penalties)

61. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

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

63. As mentioned above, Plaintiff's employment with Defendants ended in August 2024. However, Defendants failed to pay Plaintiff all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of his leaving Defendants' employ.

64. Defendants' failure to pay Plaintiff who is no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of his leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

66. Plaintiff is entitled to recover from Defendants his additionally accruing wages for each day he was not paid, at his estimated straight time hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203, with damages currently estimated at \$40,383.00.

67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

69. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,

(6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

70. Defendants have intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

71. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff has suffered injury and damage to their statutorily protected rights.

72. Specifically, Plaintiff has been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

73. Calculation of the true wage entitlement for Plaintiff is difficult and time consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

74. Plaintiff is entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

75. Plaintiff is also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

NINTH CAUSE OF ACTION

1 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
2 & Professions Code §§ 17200, *et seq.*

3 **Willful Misclassification of Employees as Independent Contractors**

4 86. Defendants' willful misclassification of employees as independent contractors in
5 violation of California Labor Code §§ 226.8 and 2750.3 constitutes unlawful and/or unfair activity
6 prohibited by California Business & Professions Code §§ 17200, *et seq.*

7 **Failure to Pay Minimum and Straight Time Wages**

8 87. Defendants' failure to pay minimum and straight time wages, and other benefits in
9 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
10 California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Pay Overtime Wages**

12 88. Defendants' failure to pay overtime compensation and other benefits in violation of
13 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
14 prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Provide Meal Periods**

16 89. Defendants' failure to provide meal periods in accordance with California Labor
17 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
18 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Authorize and Permit Rest Periods**

20 90. Defendants' failure to authorize and permit rest periods in accordance with
21 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
22 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

23 **Failure to Indemnify Business Expenses**

24 91. Defendants' failure to reimburse expenses incurred in accordance with California
25 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
26 California Business & Professions Code §§ 17200, *et seq.*

27 92. By and through their unfair, unlawful and/or fraudulent business practices described
28 herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and

1 have deprived Plaintiff of valuable rights and benefits guaranteed by law, all to his detriment.

2 93. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

3 94. Plaintiff is entitled to, and does, seek such relief as may be necessary to disgorge
4 money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has
5 been deprived, by means of the above-described unfair, unlawful and/or fraudulent business
6 practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of
7 Defendants in order to recover restitution.

8 95. Plaintiff is further entitled to and do seek a declaration that the above-described
9 business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the
10 Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or
11 fraudulent business practices in the future.

12 96. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
13 which the Plaintiff suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent
14 business practices. As a result of the unfair, unlawful and/or fraudulent business practices
15 described above, Plaintiff has suffered and will continue to suffer irreparable harm unless the
16 Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful
17 and/or fraudulent business practices.

18 97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein
19 above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

20 98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff is
21 entitled to restitution of the wages withheld and retained by Defendants during a period that
22 commences four years prior to the filing of this complaint; a permanent injunction requiring
23 Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to
24 California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

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TENTH CAUSE OF ACTION

**(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of
2004, Cal. Lab. Code § 2698 *et seq.*)**

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

100. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

101. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

102. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. He gave written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

103. The LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 226.8, 1174.5, 1197.1, and 2699.

104. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

105. In addition, Plaintiff seek an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

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

As to the First Cause of Action

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.8 and 2750.3 and applicable IWC Wage Orders by willfully misclassifying Plaintiff as an independent contractor;

2. For unpaid wages as may be appropriate;

3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

4. For liquidated damages;

5. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

6. For such other and further relief as the Court may deem equitable and appropriate;

As to the Second Cause of Action

7. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

8. For 40 unpaid non-overtime hours worked per workweek, equaling \$299,988.80;

9. For unpaid wages as may be appropriate;

10. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

11. For liquidated damages;

12. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

13. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

14. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

15. For 20 overtime payment violations per workweek, equaling \$224,998.80;

16. For unpaid wages at overtime wage rates as may be appropriate;

17. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For six meal break violations per workweek, equaling \$44,998.20;

22. For unpaid meal period premium wages as may be appropriate;

23. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

24. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

26. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

27. For 10 rest break violations per workweek, equaling \$74,997.00;

28. For unpaid rest period premium wages as may be appropriate;

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29. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

30. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

31. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

32. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

33. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

34. For pre-judgment interest on any unpaid wages from the date such amounts were due;

35. For reasonable attorneys' fees and for costs of suit incurred herein; and,

36. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

38. For all actual damages, according to proof;

39. For statutory penalties pursuant to California Labor Code § 226(e);

40. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

41. For reasonable attorneys' fees and for costs of suit incurred herein; and,

42. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

44. For unpaid wages or unreimbursed business expenses as may be appropriate;

1 45. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 46. For reasonable attorneys' fees and for costs of suit incurred herein; and,

4 47. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Ninth Cause of Action

6 48. That the Court declare, adjudge, and decree that Defendants violated California
7 Business & Professions Code §§ 17200, *et seq.* by willfully misclassifying employees as
8 independent contractors, failing to pay for any and all hours worked (minimum, straight time, and
9 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and
10 failing to indemnify employees for expenditures;

11 49. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day
12 such amounts were due and payable;

13 50. For the appointment of a receiver to receive, manage and distribute any and all funds
14 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
15 result of violations of California Business & Professions Code §§ 17200 *et seq.*;

16 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure § 1021.5;

18 52. For injunctive relief to ensure compliance with this section, pursuant to California
19 Business & Professions Code §§ 17200, *et seq.*; and,

20 53. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Tenth Cause of Action

22 54. That the Court declare, adjudge and decree that Defendants violated the California
23 Labor Code by willfully misclassifying employees as independent contractors, failing to pay wages
24 for any and all hours worked (including minimum, straight time, and overtime wages), failing to
25 provide meal periods and pay the correct amount of meal period premium wages, failing to
26 authorize and permit rest periods and pay the correct amount of rest period premium wages, failing
27 to pay all final wages to terminated employees, failing to furnish accurate wage statements, and
28 failing to reimburse employees for all necessary business expenses.

- 1 55. For all actual, consequential, and incidental losses and damages, according to proof;
- 2 56. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all
- 3 other applicable Labor Code provisions;
- 4 57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
- 5 California Labor Code § 2699; and
- 6 58. For such other and further relief as the Court may deem equitable and appropriate.

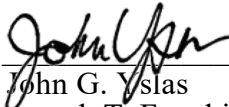
7 As to all Causes of Action

- 8 59. For pre-judgment and post-judgment interest at the maximum rate allowed.
- 9 60. For any additional relief that the Court deems just and proper.
- 10

11 Respectfully submitted,

12 Dated: June 20, 2025

WILSHIRE LAW FIRM

13 By: 

14 John G. Yslas
15 Arrash T. Fattahi
16 Arman A. Salehi

Attorneys for Plaintiff

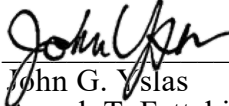
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18 **DEMAND FOR JURY TRIAL**

19 Plaintiff demands a trial by jury as to all causes of action triable by jury.

20 Dated: June 20, 2025

WILSHIRE LAW FIRM

21 By: 

22 John G. Yslas
23 Arrash T. Fattahi
24 Arman A. Salehi

Attorneys for Plaintiff

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