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Attorneys for Plaintiff MAXIMILIANO
 ESCOBAR individually, and on behalf of
 others similarly situated

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

MAXIMILIANO ESCOBAR, individually,
 and on behalf of others similarly situated,

Plaintiff,

SHELDON KBK ENTERPRISES, LLC, a
 limited liability company; and DOES 1
 through 50, inclusive,

Defendants.

CASE NO.: **22STCV34584**

COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 PLAINTIFF MAXIMILIANO ESCOBAR (“PLAINTIFF”), individually and on behalf of
2 all other similarly situated employees, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and on behalf of other non-
5 exempt employees of Defendants SHELDON KBK ENTERPRISES, LLC, a limited liability
6 company, and DOES 1 through 50, inclusive (collectively “DEFENDANTS”) to recover penalties
7 arising from unpaid wages earned and due, including but not limited to, unpaid and illegally
8 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
9 due to discharged or quitting employees, failure to maintain required records, failure to provide
10 accurate itemized wage statements, failure to timely pay wages during employment, failure to
11 indemnify employees for necessary expenditures and/or losses incurred in the discharge of duties.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a resident of the State of California, and DEFENDANTS are citizens and residents
15 of and/or regularly conduct business in California. Further, no federal question is at issue because
16 the claims are based solely on California law.

17 3. Venue is proper in this judicial district and the County of Los Angeles, California
18 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
19 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
20 business in the County of Los Angeles, and many of DEFENDANTS’ unlawful actions and
21 omissions as set forth herein, occurred in the County of Los Angeles.

22 **PLAINTIFF**

23 4. PLAINTIFF is a resident of the State of California. At times material to this
24 complaint, PLAINTIFF was employed by DEFENDANTS as a non-exempt employee in the State
25 of California.

26 5. PLAINTIFF, on behalf of himself and other similarly situated current and former
27 non-exempt employees of DEFENDANTS in the State of California at any time during the four
28 years preceding the filing of this action, and continuing while this action is pending, brings this

1 class action to recover, among other things, wages and penalties from unpaid wages earned and
2 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
3 compensation, unpaid and illegally calculated sick time pay, illegal meal and rest period policies,
4 failure to pay all wages due to discharged and quitting employees, failure to indemnify employees
5 for necessary expenditures and/or losses incurred in discharging their duties, failure to provide
6 accurate itemized wage statements, failure to maintain required records, and interest, attorneys'
7 fees, costs, and expenses.

8 6. PLAINTIFF brings this action on behalf of himself and the following similarly
9 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
10 employees of DEFENDANTS in the State of California at any time within the period
11 beginning four (4) years prior to the filing of this action and ending at the time this action
12 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
13 to name additional class representatives.

14 **DEFENDANTS**

15 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
16 SHELDON KBK ENTERPRISES, LLC is, and at all times relevant hereto was, a company
17 authorized to conduct business in the State of California, and does conduct business in the State
18 of California. Specifically, upon information and belief, SHELDON KBK ENTERPRISES, LLC,
19 maintains offices and conducts business in the County of Los Angeles, State of California.

20 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 PLAINTIFF at this time, and PLAINTIFF therefore sues such therefore sues such Defendants
22 under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each
23 Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged
24 herein, and that PLAINTIFF and other employees' injuries and damages, as alleged herein, were
25 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
26 court to amend this complaint to allege the true names and capacities of such DOE Defendants
27 when ascertained.

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1 9. At all relevant times herein, DEFENDANTS were the joint employers of
2 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
3 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
4 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
5 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
6 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
7 defendant, and each was the alter ego of the other.

8 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
9 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
10 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
11 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
12 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
13 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
14 failing to properly maintain records; failing to provide accurate itemized statements for each pay
15 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
16 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
17 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

18 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
19 of the acts and omissions alleged herein were performed by, and/or attributable to, all
20 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
21 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
22 and scope of said agency, employment and/or direction and control.

23 12. Pursuant to California Labor Code § 558.1, DEFENDANTS, and any person
24 acting on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
25 provision regulating minimum wages or hours and days of work in any order of the Industrial
26 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

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1 **CLASS ACTION DESIGNATION**

2 13. This action is appropriately suited for a Class Action because:

3 a. The potential class is a significant number. Joinder of all current and
4 former employees individually would be impractical.

5 b. This action involves common questions of law and fact to the potential
6 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
7 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
8 applicable IWC wage order(s), and the Business and Professions Code which prohibits unfair
9 business practices arising from such violations.

10 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
11 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
12 IWC wage order(s), and the Business and Professions Code.

13 d. PLAINTIFF is able to fairly and adequately protect the interests of all
14 members of the class because it is in his best interests to prosecute the claims alleged herein to
15 obtain full compensation due to them for all services rendered and hours worked.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Required Meal Periods**

18 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order Nos. 4-2001 and 8-2001**
19 **§ 11]**

20 **(Against all DEFENDANTS)**

21 14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
24 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
25 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
26 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
27 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
28 § 226.7, 512 and IWC Order Nos. 4-2001 and 8-2001 § 11.

1 16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
2 Order Nos. 4-2001 and 8-2001 § 11 by failing to compensate PLAINTIFF and CLASS
3 MEMBERS who were not provided with a meal period, in accordance with the applicable wage
4 order, one additional hour of compensation at each employee's regular rate of pay for each
5 workday that a meal period was not provided.

6 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
7 1197, and IWC Wage Order Nos. 4-2001 and 8-2001 by failing to compensate PLAINTIFF and
8 CLASS MEMBERS for all hours worked during their meal periods.

9 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
10 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
11 earned and due, interest, penalties, expenses, and costs of suit.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order Nos. 4-2001 and 8-2001 § 12]**

15 **(Against all DEFENDANTS)**

16 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
20 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
21 California Labor Code §§ 226.7 and 512, and IWC Wage Order Nos. 4-2001 and 8-2001 § 12.

22 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
23 Order Nos. 4-2001 and 8-2001 § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who
24 were not provided with a rest period, in accordance with the applicable wage order, one additional
25 hour of compensation at each employee's regular rate of pay for each workday that a rest period
26 was not provided.

27 22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
28 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages

1 earned and due, interest, penalties, expenses, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1193.6, 1194, 1198; IWC Wage Order Nos. 4-2001 and 8-2001 § 3]**

5 **(Against all DEFENDANTS)**

6 23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 4-
9 2001 and 8-2001 § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS
10 MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate
11 of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
12 and for the first eight (8) hours on the seventh consecutive workday, with double time for all
13 hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
14 eight (8) hours on the seventh consecutive day of work in any workweek.

15 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
17 Order Nos. 4-2001 and 8-2001. During the CLASS PERIOD, DEFENDANTS failed to
18 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required
19 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
20 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
21 provided by California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 4-2001 and 8-2001
22 § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the
23 clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through
24 meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS
25 MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS'
26 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
27 and other methods to be discovered.

28 26. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
2 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
3 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
4 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
5 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
6 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
8 1193.6, 1194, 1198 and IWC Wage Order Nos. 4-2001 and 8-2001 § 3. Therefore, pursuant to
9 California Labor Code §§ 200, 203, 226, 558, 1193.6, 1194, 1197.1, and other applicable
10 provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS
11 MEMBERS are entitled to recover the unpaid balance of wages owed to them by
12 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order Nos. 4-2001 and 8-2001 § 4]**

16 **(Against all DEFENDANTS)**

17 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 4-
20 2001 and 8-2001 § 4, payment to an employee of less than the applicable minimum wage for all
21 hours worked in a payroll period is unlawful.

22 30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
23 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
25 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
26 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
27 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
28 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay

1 period; and other methods to be discovered.

2 31. DEFENDANTS' conduct described herein violates California Labor Code §§
3 1194, 1197, and IWC Wage Order Nos. 4-2001 and 8-2001 § 4. As a proximate result of the
4 aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an
5 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
6 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage
7 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
8 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of
9 suit.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

12 **[Cal. Labor Code §§ 201, 202, 203]**

13 **(Against all DEFENDANTS)**

14 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
15 allegations in the foregoing paragraphs.

16 33. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
17 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
18 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
19 and unpaid at the time of discharge are due and payable immediately.

20 34. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
21 required to pay all accrued wages due to an employee no later than 72 hours after the employee
22 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
23 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

24 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
25 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
26 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
27 compensation to the employee at the same rate for up to 30 workdays.

28 36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued

1 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
2 California Labor Code §§ 201 and 202.

3 37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
4 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
5 together with interest thereon, as well as other available remedies.

6 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
7 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
8 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
9 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
10 to California Labor Code §§ 1194 and 2699.

11 **SIXTH CAUSE OF ACTION**

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226; IWC Wage Order Nos. 4-2001 and 8-2001 § 7]**

14 **(Against all DEFENDANTS)**

15 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 40. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
18 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
19 DEFENDANTS knowingly and intentionally failed to maintain records as required under
20 California Labor Code §§ 226, 1174, and IWC Wage Order Nos. 4-2001 and 8-2001 § 7,
21 including but not limited to the following records: total daily hours worked by each employee;
22 applicable rates of pay; all deductions; meal periods; time records showing when each employee
23 begins and ends each work period; and accurate itemized statements.

24 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
26 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
27 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
28 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,

1 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
2 provided in California Labor Code § 226(e), as well as other available remedies.

3 **SEVENTH CAUSE OF ACTION**

4 **Failure to Furnish Accurate Itemized Wage Statements**

5 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order Nos. 4-2001 and 8-2001 § 7]**

6 **(Against all DEFENDANTS)**

7 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in the foregoing paragraphs.

9 43. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
10 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
11 writing showing each employee's gross wages earned, total hours worked, all deductions made,
12 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
13 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
14 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
15 § 226 and IWC Wage Order Nos. 4-2001 and 8-2001 § 7.

16 44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
17 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
18 statements in accordance with California Labor Code § 226(a).

19 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
20 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
21 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
22 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
23 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
24 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
25 California Labor Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

3 **[Cal. Labor Code § 2802]**

4 **(Against all DEFENDANTS)**

5 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 47. California Labor Code § 2802(a) requires an employer to indemnify an employee
8 for all necessary expenditures or losses incurred by the employee in direct consequence of the
9 discharge of his or her duties, or of his or her obedience to the directions of the employer.

10 48. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
11 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
12 in direct consequence of the discharge of their duties while working under the direction of
13 DEFENDANTS, including but not limited to expenses for tools, cell phones, and other
14 employment-related expenses, in violation of California Labor Code § 2802.

15 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
17 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
18 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
19 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
20 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
21 available remedies.

22 **NINTH CAUSE OF ACTION**

23 **Unfair and Unlawful Business Practices**

24 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

25 **(Against all DEFENDANTS)**

26 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
27 allegations in the foregoing paragraphs.

28 51. Each and every one of DEFENDANTS' acts and omissions in violation of the

1 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
2 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
3 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
4 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
5 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
6 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
7 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
8 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
9 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
10 under California Business and Professions Code § 17200 et seq.

11 52. DEFENDANTS' violations of California wage and hour laws constitute a business
12 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
13 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
14 CLASS MEMBERS.

15 53. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
16 rest periods, and other benefits as required by the California Labor Code, the California Code of
17 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
18 record, report, and pay the correct sums of assessment to the state authorities under the California
19 Labor Code and other applicable regulations.

20 54. As a result of DEFENDANTS' unfair and unlawful business practices,
21 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
22 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
23 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
24 MEMBERS.

25 55. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
26 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
27 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
28 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.

1 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
2 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
3 jurisdiction of this Court.

4 **TENTH CAUSE OF ACTION**

5 **Representative Action for Civil Penalties**

6 **[Cal. Labor Code §§ 2698–2699.5]**

7 **(Against All DEFENDANTS)**

8 56. PLAINTIFF incorporates herein by specific reference as though fully set forth the
9 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
10 subparagraphs thereto.

11 57. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
12 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
13 current and former employees of DEFENDANTS pursuant to the procedures specified in
14 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
15 by DEFENDANTS and the alleged violations of the California Labor Code were committed
16 against PLAINTIFF and CLASS MEMBERS.

17 58. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
18 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
19 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
20 226.3, 558, 1174.5, 1197.1, and IWC Wage Order Nos. 4-2001 and 8-2001 § 20, from
21 DEFENDANTS in a representative action for the violations set forth above, including but not
22 limited to violations of California Labor Code §§ 201, 202, 203, 204, 221, 223, 224, 226, 226.7,
23 246, 510, 512, 551, 552, 1174, 1194, 1197, 1198, 2810.5, and 2802. PLAINTIFF and CLASS
24 MEMBERS are also entitled to an award of reasonable attorneys’ fees and costs pursuant to
25 California Labor Code § 2699(g)(1).

26 59. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice by
27 online filing to the California Labor and Workforce Development Agency (“LWDA”) and by
28 certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC

1 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
2 violations. As of this date sixty-five (65) days have passed and the LWDA has not provided
3 notice to PLAINTIFF that it intends to investigate the alleged violations.

4 60. Therefore, PLAINTIFF has complied with all of the requirements set forth in
5 California Labor Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
8 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
9 and each of them, as follows:

10 1. For unpaid wages and compensatory damages in an amount to be ascertained at
11 trial;

12 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
13 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;

14 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
15 and IWC Wage Order Nos. 4-2001 and 8-2001;

16 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;

17 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
18 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
19 from engaging in the unlawful business practices complained of herein;

20 6. For waiting time penalties pursuant to California Labor Code §§ 201-203;

21 7. For statutory and civil penalties according to proof, including but not limited to all
22 penalties authorized by the California Labor Code §§ 201, 202, 203, 204, 221, 223, 224, 226,
23 226.7, 246, 510, 512, 551, 552, 1174, 1194, 1197, 1198, 2698–2699.5 2810.5, and 2802;

24 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
25 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
26 provision providing for pre-judgment interest;

27 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
28 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions

1 providing for attorneys' fees and costs;

2 10. For declaratory relief;

3 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
4 Seventh, Eighth, and Ninth Causes of Action as a class action;

5 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
6 counsel as class counsel, as to the first nine causes of action; and

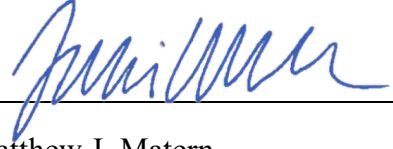
7 13. For such further relief that the Court may deem just and proper.

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9 DATED: October 28, 2022

Respectfully submitted,

10 **MATERN LAW GROUP, PC**

11
12 By: _____

13 
14 Matthew J. Matern
15 Julia Z. Wells
16 Sean P. Hardy
17 Attorneys for Plaintiff
18 MAXIMILIANO ESCOBAR, individually,
19 and on behalf of other persons similarly
20 situated
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DATED: October 28, 2022

MATERN LAW GROUP, PC

Janil M

MAXIMILIANO ESCOBAR, individually,
and on behalf of other persons similarly
situated