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Attorneys for Plaintiff DAVID AKOYAN,
on behalf of himself and all employees similarly situated

Assigned for All Purposes
Judge Lon F. Hurwitz
Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DAVID AKOYAN, on behalf of himself
and all employees similarly situated,

Plaintiff,

v.

TR ACCOUNTANTS, a California
Corporation doing business as Tax Relief
Advocates; and DOES 1-50 inclusive,

Defendants.

Case No.: 30-2022-01292163-CU-OE-CXC

**CLASS ACTION SECOND AMENDED
COMPLAINT FOR:**

- 1. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226.7 AND 512, AND IWC WAGE ORDER NO. 4-2001;**
- 2. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF CALIFORNIA LABOR CODE SECTION 226.7 AND IWC WAGE ORDER NO. 4-2001;**
- 3. FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197;**
- 4. FAILURE TO PAY OVERTIME IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194;**
- 5. FAILURE TO REIMBURSE FOR NECESSARY EXPENDITURES IN VIOLATION OF LABOR CODE SEC. 2802;**
- 6. FAILURE TO PAY ALL WAGES IN VIOLATION OF LABOR CODE SECTIONS 201-202;**
- 7. WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE SECTION 203;**
- 8. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION**

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- OF LABOR CODE SECTION
226(A); and
9. UNFAIR COMPETITION IN
VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200 ET SEQ.
10. PRIVATE ATTORNEY GENERAL
ACT (Cal. Labor Code § 2698 et
seq.)

6 [DEMAND FOR JURY TRIAL]

7 Plaintiff DAVID AKOYAN (hereinafter “Plaintiff” or “AKOYAN”), on behalf of
8 himself and Plaintiff Class, complains and alleges as follows:

9 **INTRODUCTION**

10 1. This is a class action brought by Plaintiff, on behalf of himself and the Class he
11 seeks to represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all non-
12 exempt employees, currently and formerly employed by Defendant TR ACCOUNTANTS, a
13 California corporation dba Tax Relief Advocates (hereinafter referred to as “Defendant”),
14 during the Class Period.

15 2. The term “Class Period” is defined as four (4) years prior to the filing of this
16 Complaint, through the date final judgment is entered. Plaintiff reserves the right to amend this
17 Complaint to reflect a different “Class Period” or “Plaintiff Class” as further discovery is
18 conducted.

19 3. Plaintiff and Plaintiff Class were employed as non-exempt employees for
20 Defendants. Plaintiff and Plaintiff Class worked for Defendants throughout various areas of
21 Southern California, and throughout California, to provide sale of Defendants’ products and
22 services.

23 **PARTIES**

24 **The Plaintiff**

25 4. Plaintiff is an individual residing in the County of Orange, State of California.

26 5. Defendants hired Plaintiff as a non-exempt employee on or about June 2020
27 earning approximately \$15.00 per hour and/or commission. Plaintiff worked for Defendant
28 until in or about June 28, 2022. Defendants employed Plaintiff and Plaintiff Class in non-

1 exempt positions, including but not limited as settlement officers/community outreach
2 coordinator at Defendants' business throughout California.

3 **Defendants**

4 6. Defendant is a California limited liability company which, on information and
5 belief, is conducting business in good standing in California. Defendant is a tax resolution
6 company and employs non-exempt employees throughout California.

7 7. Plaintiff is not aware of the true names and/or capacities of those entities or
8 individuals sued herein as DOES 1 through 50, inclusive, and therefore sues these Defendants
9 by their fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert
10 their true names and/or capacities when the same are ascertained.

11 8. Unless otherwise specified herein, each DOE Defendant was the agent and
12 employee of each Defendant, and in doing the things hereinafter mentioned, were at all times
13 acting within the course and scope of that agency and employment.

14 **JURISDICTION AND VENUE**

15 9. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
16 Complaint as if fully alleged herein.

17 10. This Court has subject matter jurisdiction over the causes of action alleged in this
18 Complaint because the Court is a court of general subject matter jurisdiction and is not
19 otherwise excluded from exercising subject matter jurisdiction over said causes of action.

20 11. Venue is proper in the County of Orange, because Defendants' address is in this
21 County, and the violations of statutes calling for damages and penalties occurred in this County.

22 **CLASS ALLEGATIONS**

23 12. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
24 Complaint as if fully alleged herein.

25 13. Defendants hired Plaintiff as a non-exempt hourly employee earning
26 approximately \$15.00 per hour and/or commissions. Plaintiff worked for Defendants until in or
27 about June 28, 2022.

28 14. During the course of employment, Plaintiff, and similarly situated employees,

1 continually worked an eight (8) hour day, five and more days a week, with no or late break or
2 meal time periods provided. Further, Plaintiff and similarly situated employees were not
3 compensated for any overtime hours worked, including compensation for time worked off the
4 clock and overtime hours worked off the clock. Plaintiff and similarly situated employees
5 worked overtime which they were not properly compensated for.

6 15. Further, Defendants did not allow Plaintiff, and similarly situated employees,
7 timely ten (10) minute rest periods or thirty (30) meal periods. Nor did Defendants pay them a
8 premium for many of the missed/late rest and/or meal periods. Further, on the rare occasions a
9 premium was paid, Defendants failed to calculate the amount or premium based on the
10 employees' "regular rate of employment", including commissions and bonuses over the
11 applicable period.

12 16. Plaintiff, similarly situated employees, worked overtime both beyond their eight
13 (8) hour shifts and over forty (40) hours per week.

14 17. Defendants failed to pay Plaintiff and similarly situated employees for their
15 overtime work, including overtime compensation, in particular time worked off the clock.
16 Additionally, when paid on commission, Plaintiff and similarly situated employees were not
17 compensated for non-sales times including but not limited to rest periods, training, community
18 duties, and meetings.

19 18. Plaintiff and similarly situated employees were non-exempt employees entitled to
20 overtime and entitled to meal and rest breaks under Labor Code § 512 and the applicable
21 Industrial Welfare Commission wage order.

22 19. Moreover, during their employment, Plaintiff and similarly situated employees
23 had to use and pay for their business expenses including cellphone, mileage, internet and other
24 items required for Employer's business without adequate reimbursement. The items were
25 necessary and required for the performance of Plaintiff and similarly situated employees work.

26 20. At his separation, Plaintiff was not paid all wages owed to him and during his
27 employment, Plaintiff was not provided with accurate wage statements. Plaintiff is informed and
28 believes other similarly situated employees were also not paid all wages at time of termination.

1 21. Plaintiff brings this action on behalf of himself and all other similarly situated
2 persons, as a class action pursuant to California Code of Civil Procedure §382. The class is
3 composed of several subclasses, defined as follows:

4 **Subclass A:** All current and former non-exempt employees employed by
5 Defendants in California, during the Class Period, and not provided off-duty meal
6 periods or one hour's pay in lieu thereof, in violation of California Labor Code
7 §§226.7 and 512, and IWC Wage Order No. 4-2001.

8 **Subclass B:** All current and former non-exempt employees employed by
9 Defendants in California, during the Class Period, and not provided rest periods or
10 one hour's pay in lieu thereof, in violation of California Labor Code §226.7 and
11 IWC Wage Order No. 4-2001.

12 **Subclass C:** All current and former non-exempt employees employed by
13 Defendants in California, during the Class Period, and not paid for all hours
14 worked including those non-exempt employees paid on commissions and not paid
15 separately for all non-sales times including but not limited to rest periods,
16 training, community duties, and meetings, in violation of California Labor Code
17 sections 1194 and 1197.

18 **Subclass D:** All current and former non-exempt employees employed by
19 Defendants in California, during the Class Period, and not paid all applicable
20 overtime rates for overtime hours worked, in violation of California Labor Code
21 sections 510 and 1194.

22 **Subclass E:** All current and former non-exempt employees employed by
23 Defendants in California, during the Class Period, who were regularly not
24 reimbursed for necessary work-related expenditures, in violation of California
25 Labor Code section 2802.

26 **Subclass F:** All current and former non-exempt employees employed by
27 Defendants in California, during the Class Period, and not paid all wages due for
28 unprovided meal and rest periods, at the time they were discharged, or within 3

1 days after quitting, in violation of California Labor Code §§201-202.

2 **Subclass G:** All current and former non-exempt employees employed by
3 Defendants in California, during the Class Period, and not paid all wages due at
4 the time they were discharged, or within 3 days after quitting, and not paid
5 penalties due to them under California Labor Code §203 for each day their wages
6 due went unpaid after discharge or resignation, for up to thirty (30) days.

7 **Subclass H:** All current and former non-exempt employees employed by
8 Defendants in California, during the Class Period, and not provided complete and
9 accurate wage statements, in violation of California Labor Code §226.

10 **Subclass I:** All current and former non-exempt employees employed by
11 Defendants in California, during the Class Period, and not provided with wage
12 statements and/or personnel files, in violation of California Labor Code §§226
13 and/or 1198.5.

14 **Subclass J:** All current and former non-exempt employees employed by
15 Defendants in California, during the Class Period, and subjected to Defendants
16 unfair business practices, in violation of Business and Professions Code §17200 et
17 seq.

18 22. Plaintiff reserves the right under Rule 1855(b), *California Rules of Court*, to
19 amend or modify the Class description with greater specificity or further division into subclasses
20 or limitation to particular issues.

21 23. This action has been brought, and may be maintained, as a class action pursuant to
22 *Code of Civil Procedure* § 382, because there is a well-defined common interest of many persons
23 and it is impractical to bring them all before the court.

24 24. This Court should permit this action to be maintained as a class action pursuant to
25 *California Code of Civil Procedure* § 382 because:

26 (a) The questions of law and fact common to the Class predominate over any
27 question affecting only individual members;

28 (b) A class action is superior to any other available method for the fair and

1 efficient adjudication of the claims of the members of the Class;

2 (c) The Class is so numerous that it is impractical to bring all member of the
3 Class before the Court;

4 (d) Plaintiff and Plaintiff Class will not be able to obtain effective and
5 economic legal redress unless the action is maintained as a class action;

6 (e) There is a community of interest in obtaining appropriate legal and
7 equitable relief for the common law and statutory violations and other improprieties, and in
8 obtaining adequate compensation for the damages and injuries which Defendants' actions have
9 inflicted upon the Class;

10 (f) There is a community of interest in ensuring that the combined assets and
11 available insurance of the Defendants are sufficient to adequately compensate Plaintiff Class for
12 the injuries sustained;

13 (g) Without class certification, the prosecution of separate actions by
14 individual members of the Class would create a risk of:

15 (1) Inconsistent or varying adjudications with respect to individual
16 members of the Class which would establish incompatible standard of conduct for the
17 Defendants; and/or

18 (2) Adjudications with respect to the individual members which
19 would, as a practical matter, be dispositive of the interests of other members not parties to the
20 adjudications, or would substantially impair or impede their ability to protect their interests,
21 including but not limited to the potential for exhausting the funds available from those parties
22 who are, or may be, responsible Defendants; and

23 (h) Defendants have acted or refused to act on grounds generally applicable to
24 the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

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FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
IN VIOLATION OF CALIFORNIA
LABOR CODE SECTIONS 226.7 AND 512, AND IWC WAGE ORDER NO. 4-2001
(Plaintiff and Plaintiff Class against all Defendants)

25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully alleged herein.

26. California Labor Code section 226.7(b) in relevant part provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...”

27. Under IWC Order No. 4-2001, Defendants were required to provide Plaintiff and each member of Plaintiff Class one off-duty meal period for every shift lasting over five (5) hours, up to ten hours, and a second off-duty meal period for every shift lasting over ten (10) hours.

28. California Labor Code section 512(a) in relevant part provides, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...”

29. Defendants had a pattern and practice of requiring its employees to be on duty at all times. Consequently, Defendants regularly failed to provide Plaintiff and Plaintiff Class one thirty (30) minute off-duty meal period for shifts lasting longer over five (5) hours, and a second thirty (30) minute off-duty meal period for shifts lasting over ten (10) hours.

30. Under section 226.7(c), an employer who violates section 226.7(b), “...shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

31. Defendants failed to pay Plaintiff and Plaintiff Class one (1) additional hour of pay at their regular rate of compensation for each day an off-duty meal period was not provided to them. Defendants had a pattern and practice of not scheduling meal periods for Plaintiff and

1 Plaintiff Class, and understaffing such that Plaintiff and Plaintiff Class could not be relieved to
2 take meal periods.

3 32. Defendants' willful violation of Labor Code sections 226.7 and 512, and IWC
4 Order No. 4-2001, caused injury to Plaintiff and Plaintiff Class in the form of withheld meal
5 periods or wages in lieu thereof. Plaintiff, on behalf of himself and Plaintiff Class, seeks to
6 recover damages under Labor Code section 226.7.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE REST PERIODS**

9 **IN VIOLATION OF CALIFORNIA LABOR CODE**

10 **SECTION 226.7 AND IWC WAGE ORDER NO. 4-2001**

11 **(Plaintiff and Plaintiff Class against all Defendants)**

12 33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
13 Complaint as if fully alleged herein.

14 34. California Labor Code section 226.7(b) in relevant part provides, "An employer
15 shall not require an employee to work during a meal or rest or recovery period mandated
16 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial
17 Welfare Commission..."

18 35. Under IWC Wage Order No. 4-2001, Defendants were required to provide
19 Plaintiff and Plaintiff Class one off-duty rest period for every four hours, or major fraction
20 thereof, worked.

21 36. Defendants had a pattern and practice of requiring its employees to be on duty at
22 all times. Accordingly, Defendants regularly failed to provide Plaintiff and Plaintiff Class off-
23 duty rest periods. Defendants did not schedule rest periods, and understaffed such that Plaintiff
24 and Plaintiff Class could not be relieved to take rest periods.

25 37. Under section 226.7(c), an employer who violates section 226.7(b), "...shall pay
26 the employee one additional hour of pay at the employee's regular rate of compensation for each
27 workday that the meal or rest or recovery period is not provided."

28 38. Defendants failed to pay Plaintiff and Plaintiff Class one (1) additional hour of

1 pay at their regular rate of compensation for each day an off-duty rest period was not provided to
2 them.

3 39. Defendants' willful violation of Labor Code section 226.7 and IWC Order No. 4-
4 2001, caused injury to Plaintiff and Plaintiff Class, in the form of withheld rest periods or wages
5 in lieu thereof. Plaintiff, on behalf of himself and Plaintiff Class, seeks to recover damages under
6 Labor Code section 226.7.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGE**

9 **IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

10 **(Plaintiff and Plaintiff Class against all Defendants)**

11 40. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
12 Complaint as if fully alleged herein.

13 41. California Labor Code Section 1197 in relevant part provides, "The minimum
14 wage for employees fixed by the commission or by any applicable state or local law, is the
15 minimum wage to be paid to employees, and the payment of a lower wage than the minimum so
16 fixed is unlawful."

17 42. California Labor Code section 1182.12 establishes the minimum wage in
18 California.

19 43. California Labor Code section 1194 in relevant part provides, "...any employee
20 receiving less than the legal minimum wage or the legal overtime compensation applicable to
21 the employee is entitled to recover in a civil action the unpaid balance of the full amount of this
22 minimum wage or overtime compensation, including interest thereon, reasonable attorney's
23 fees, and costs of suit."

24 44. Defendants had a pattern and practice of not paying Plaintiff and Plaintiff Class
25 for all hours worked. Defendants had a pattern and practice of requiring employees to work off
26 the clock. Further, Defendants had a pattern and practice of not paying commissioned
27 employees for all non-sales times including but not limited to rest periods, training, community
28 duties, and meetings. Plaintiff, on behalf of himself and Plaintiff Class, seeks all wages owed,

1 interest, attorney's fees and costs, under Labor Code section 1194.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PAY OVERTIME**

4 **IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

5 **(Plaintiff and Plaintiff Class against all Defendants)**

6 45. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
7 Complaint as if fully alleged herein.

8 46. California Labor Code section 510 in relevant part provides, "Any work in excess
9 of eight hours in one workday and any work in excess of 40 hours in any one workweek and the
10 first eight hours worked on the seventh day of work in any one workweek shall be compensated
11 at the rate of no less than one and one-half times the regular rate of pay for an employee. Any
12 work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
13 regular rate of pay for an employee. In addition, any work in excess of eight hours on any
14 seventh day of a workweek shall be compensated at the rate of no less than twice the regular
15 rate of pay of an employee."

16 47. California Labor Code section 1194 in relevant part provides, "...any employee
17 receiving less than the legal minimum wage or the legal overtime compensation applicable to
18 the employee is entitled to recover in a civil action the unpaid balance of the full amount of this
19 minimum wage or overtime compensation, including interest thereon, reasonable attorney's
20 fees, and costs of suit."

21 48. Plaintiff and Plaintiff Class regularly worked hours over eight in a day or forty in
22 a week. Defendants had a pattern and practice of failing to pay Plaintiff and Plaintiff Class one
23 and one-half times their regular rate of pay for overtime hours.

24 49. Defendants had a pattern and practice of not paying Plaintiff and Plaintiff Class
25 for all hours worked, and therefore failed to pay all overtime earned by Plaintiff and Plaintiff
26 Class. Plaintiff, on behalf of himself and Plaintiff Class, seeks all overtime wages owed,
27 interest, attorney's fees and costs, under Labor Code section 1194.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR NECESSARY EXPENDITURES**

3 **IN VIOLATION OF LABOR CODE SEC. 2802**

4 **(Plaintiff and Plaintiff Class against all Defendants)**

5 50. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 Complaint as if fully alleged herein.

7 51. California Labor Code section 2802(a), in relevant part, provided, “An employer
8 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
9 employee in direct consequence of the discharge of his or her duties...”

10 52. California Labor Code section 2802(c), provides, “...the term “necessary
11 expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s
12 fees incurred by the employee enforcing the rights granted by this section. “

13 53. Defendants required Plaintiff and Plaintiff Class to their own cell phones, incur
14 mileage, internet and other expenses required for Employer’s business for purposes of work-
15 related communications and travel related expenses for work. However, Defendants failed to
16 adequately reimburse Plaintiff and Plaintiff Class for the work-related use of their cell phones
17 and other items.

18 54. Plaintiff, on behalf of himself and Plaintiff Class, seeks to recover all wages
19 owed, attorney’s fees, and costs, under Labor Code sections 2802(c) and 218.5.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES**

22 **IN VIOLATION OF LABOR CODE SECTIONS 201-202**

23 **(Plaintiff and Plaintiff Class against all Defendants)**

24 55. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
25 Complaint as if fully alleged herein.

26 56. California Labor Code sections 201(a), in relevant part, provides, “If an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately.”

57. California Labor Code sections 202(a), in relevant part, provides, “If an employee not having a written contract for a definite period quits 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.”

58. Defendants intentionally failed to pay Plaintiff and Plaintiff Class all wages earned, including overtime, at the time Plaintiff and Plaintiff Class were discharged, or within seventy-two (72) hours after they quit. Defendants knew or should have known that Plaintiff and Plaintiff Class were owed wages for missed meal and rest periods, minimum wage and overtime.

59. Defendants' willful violations of Labor Code sections 201-202 caused injury to Plaintiff and Plaintiff Class, in the form of lost wages. Plaintiff, on behalf of himself and Plaintiff Class, seeks to recover all wages owed, attorney's fees, and costs, under Labor Code sections 218.5, 1194, and 1194.2.

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

IN VIOLATION OF LABOR CODE SECTION 203

(Plaintiff and Plaintiff Class against all Defendants)

60. Plaintiff realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully alleged herein.

61. California Labor Code section 203(a) in relevant part provides, “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

62. Defendants failed to pay Plaintiff and Plaintiff Class minimum wage, overtime, and wages for missed meal and rest periods due to them at the time they were discharged, or within three days after they quit. Defendants' failure to pay continued for over 30 days after

1 Plaintiff and Plaintiff Class was discharged or quit.

2 63. Plaintiff, on behalf of himself and Plaintiff Class, seeks to recover penalties under
3 Labor Code section 203 for every day that Defendants failed to pay wages due to Plaintiff and
4 Plaintiff Class, after they were discharged or quit.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

7 **IN VIOLATION OF LABOR CODE SECTION 226(A)**

8 **(Plaintiff and Plaintiff Class against all Defendants)**

9 64. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
10 Complaint as if fully alleged herein.

11 65. Under California Labor Code section 226(a), an employer is legally obligated to
12 provide his or her employees, semi-monthly or at the time of payment of wages, “an accurate
13 itemized statement in writing showing,” among other things, total hours worked, gross wages
14 earned, net wages earned, as well as “all applicable hourly rates in effect during the pay period
15 and the corresponding number of hours worked at each hourly rate by the employee.”

16 66. Defendants failed to provide Plaintiff and Plaintiff Class accurate wage statements
17 as required by Labor Code section 226(a). The wage statements provided to Plaintiff and
18 Plaintiff Class did not include all hours worked, all applicable overtime rates, wages for missed
19 meal and rest periods. Consequently, the wage statements included incorrect gross and net wages
20 earned.

21 67. Under California Labor Code section 226(e), each employee is entitled to collect
22 \$50 for the first pay period of a section 226(a) violation, and \$100 for violations in each
23 subsequent pay period, up to a maximum of \$4,000. Plaintiff, on behalf of himself and Plaintiff
24 Class, seeks penalties under Labor Code section 226(e).

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NINTH CAUSE OF ACTION
UNFAIR COMPETITION IN VIOLATION OF
BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.

(Plaintiff and Plaintiff Class against all Defendants)

68. Plaintiff realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully alleged herein.

69. California Business and Professions Code section 17203 in relevant part provides, “Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments...as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.”

70. As used in section 17203, “unfair competition” includes “any unlawful, unfair or fraudulent business act or practice.”

71. Defendants engaged in unlawful business acts and practices against Plaintiff and Plaintiff Class by: failing to provide meal and rest periods, or one hour’s pay in lieu thereof, as required by Labor Code sections 226.7 and 512, and IWC Wage Order No. 4-2001; failing to pay minimum wages, as required by Labor Code sections 1194 and 1197; failing to pay overtime, as required by Labor Code sections 510 and 1194; failing to pay all wages due at the termination of employment as required by Labor Code sections 201-202; and failing to reimburse necessary expenditures as required by Labor Code section 2802.

72. Plaintiff and Plaintiff Class have suffered injury in fact and lost money, in the form of unlawfully withheld wages, as a result of Defendants’ unfair competition.

73. Plaintiff, on behalf of himself and Plaintiff Class, requests restitution of meal and rest period wages, and work-related expenses.

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TENTH CAUSE OF ACTION
PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE § 2698 ET SEQ.)

(Against All Defendants)

74. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

75. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

76. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

77. Defendants' conduct violates numerous Labor Code sections including, but not limited to, the following:

- (a) Failing to maintain complete and accurate pay records in violation of Labor Code Sections §§ 1174, 1198, and 1199;
- (b) Failing to pay Plaintiff and aggrieved employees with minimum wage in violation of Labor Code Sections §§ 1194, 1197, 1197.1, and 1198;
- (c) Failing to pay Plaintiff and aggrieved employees with overtime in violation of Labor Code §§ 510 and 1198-1199;
- (d) Failure to provide timely meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199;
- (e) Failure to provide compliant off duty rest periods in violation of Labor Code §§

226.7, 1198 and 1199;

(f) Failing to provide Plaintiff and aggrieved employees with accurate itemized wage statements in violation of Labor Code § 226; and

(g) Failing to timely pay all earned wages to aggrieved employees upon separation of employment in violation of Labor Code §§ 201, 202 203, among other claims.

78. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) provides "the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiff seeks to recover these penalties (including the unpaid wages) pursuant to PAGA.

79. Plaintiff is an "aggrieved employee" because she was employed by the alleged violator and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees, non-exempt employees.

80. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

81. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiff and all other aggrieved employees are entitled to recover civil penalties against Defendants for violations of the above-cited sections of the Labor Code.

82. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and the general public. Plaintiff therefore seeks to enforce

important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

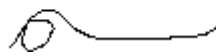
WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in an amount according to proof;
2. For general damages in an amount according to proof;
3. For penalties under the Labor Code, in an amount according to proof;
4. Injunctive relief, enjoining Defendants from engaging in the unlawful and unfair business practices complained herein;
5. For declaratory relief, declaring Defendants' practices as unlawful and unfair business practices within the meaning of Business and Professions Code sections 17200 et seq.;
6. For restitution under Business and Professions Code sections 17200 et seq.;
7. Further declaratory relief, declaring the amounts of damages, penalties, equitable relief, costs, and attorneys' fees to which Plaintiff is entitled;
8. For all statutory and civil penalties;
9. For reasonable attorneys' fees and expenses pursuant to the Labor Code;
10. For costs of the suit herein incurred; and
11. For such other and further relief as this Court may deem just and proper.

DATED: May 24, 2024

K2 Employment Law, APC

By:



Douglas H. Hoang
Attorneys for Plaintiff DAVID AKOYAN

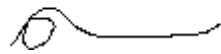
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JURY DEMAND

Plaintiff DAVID AKOYAN, on behalf of himself and Plaintiff Class, hereby demands a trial by jury of all issues.

DATED: May 24, 2024

K2 Employment Law, APC

By: 

Douglas H. Hoang
Attorneys for Plaintiff DAVID AKOYAN