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Case #25CV466085
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Attorneys for Plaintiff,
SHANE ANGEL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

SHANE ANGEL, an individual, on his
own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

KAPA AUTO BODY PARTS, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 25CV466085

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM
OVERTIME WAGES DUE (Cal. Labor
Code §§ 510, 1198; IWC Wage Order No.
9);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. Labor Code §§1194, 1194.2, 1997,
1197.1, 1198; IWC Wage Order No. 9);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor Code
§§ 226.7, 512; IWC Wage Order No. 9)**
- 4. FAILURE TO PROVIDE REST
PERIODS (Cal. Labor Code § 226.7; IWC
Wage Order No. 9);**
- 5. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226; IWC Wage Order No. 9);**
- 6. FAILURE TO PAY WAGES ON
TERMINATION AND/OR
RESIGNATION (Cal. Labor Code §§201-
203);**
- 7. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. Labor
Code §1198.5); and**
- 9. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.)**

DEMAND FOR A JURY TRIAL

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

Shane Angel ("Plaintiff") alleges the following:

1. This is a class action brought under California law by an individual who was employed by Kapa Auto Body Parts, Inc. ("KABP" or "Defendant") (along with DOES 1 through 100, collectively "Defendants"). Plaintiff brings this action on behalf of himself and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime wages, failure to pay minimum wages, failure to provide meal and rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to pay wages on termination, failure to reimburse business expenses and failure to allow inspection of employment records.

2. Plaintiffs have worked as employees for Defendant at its auto parts warehouse in Santa Clara, California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant's efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like his co-workers whom Defendant also employed during the applicable limitations period, spend their workdays at Defendant's auto parts warehouse in Santa Clara, California under illegal and highly regimented circumstances. That regimen results from Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime, failing to pay minimum wages, refusing to provide meal periods, refusing to provide rest breaks, not paying the required extra hour for missed meal and rest breaks, failing to issue accurate wage statements,

1 failing to pay wages on termination, failing to reimburse business expenses, failing to allow
2 inspection of employment records, and by using other unlawful stratagems to ensure that labor
3 costs remain artificially low.

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

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

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

19 7. Pursuant to the California Labor Code, on or about May 16, 2025, Plaintiff filed
20 a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue
21 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
22 further reserves the right to amend this Complaint once he completes and complies with the
23 provisions under the law.

24 JURISDICTION AND VENUE

25 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
26 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
27 *Professions Code* §§ 17200 *et seq.* Plaintiff Shane Angel brings this Complaint on his own
28 behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

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

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Oroville, California;
- (b) Employed as an hourly employee for Defendant in Santa Clara, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§510 and 1194 and IWC Wage Order No. 9;
- (d) Did not receive minimum wages due in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and IWC Wage Order No. 9;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and IWC Wage Order No. 9;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and IWC Wage Order No. 9;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) Was not paid wages on termination and/or resignation in violation of *Labor Code* §§201-203;
- (i) Was not reimbursed necessary his necessary business expenses in as required by *Labor Code* §2802; and
- (j) Was not provided his personnel records. Each of these was a violation of the *Labor Code*.

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1 **DEFENDANT**

2 11. Plaintiff is informed and believes, and based on that information and belief,
3 alleges, Defendant KABP is, and at all times mentioned herein was:

- 4 (a) A California corporation, with a principal place of business at 2005
5 Grant Street, Santa Clara, California 95050. Defendant has been
6 authorized to do business and has been doing business in the County of
7 Santa Clara;
- 8 (b) The former employer of Plaintiff and the current and former employer of
9 the putative Class members;
- 10 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 11 (d) Failed to pay Plaintiff and all putative Class members premium overtime
12 wages;
- 13 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- 14 (f) Failed to provide Plaintiff and all putative Class members with meal and
15 rest periods, failed to provide Plaintiff and all putative Class members
16 with accurate itemized wage statements;
- 17 (g) Failed to pay Plaintiff and all putative Class members wages on
18 termination;
- 19 (h) Failed to reimburse Plaintiff and all putative Class members' necessary
20 business expenses; and
- 21 (i) Did not provide Plaintiff's personnel records. Each of these was a
22 violation of the *Labor Code*.

23 12. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
25 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
26 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
27 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.
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1 13. Plaintiff is informed and believes, and based on that information and belief
2 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
3 reside in or are authorized to do, or are otherwise doing, business in the State of California.
4 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
5 conduct business in the County of Santa Clara. Each of the Defendants DOES 1 through 100
6 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
7 alter ego and/or representative of one or more of the other Defendants named herein, and acting
8 with permission, authorization, and/or ratification and consent of the other Defendants.

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

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

20 16. Plaintiff is informed and believes, and based on that information and belief
21 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
22 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
23 themselves and entered into a combination and systemized campaign of activity to *inter alia*
24 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
25 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
26 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
27 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
28 belief, and to all appearances, Defendants, and each of them, represented a unified body so that

1 the actions of one Defendant was accomplished in concert with, and with the knowledge,
2 ratification, authorization and approval of each of the other Defendants.

3 **CLASS ALLEGATIONS**

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

5 17. The Class (“the Class”) is defined as follows:

6 (a) “All current and former employees who were hourly paid employees of
7 Defendant and worked for Defendant in California at any time during the period
8 commencing on the date that is four (4) years prior to the filing of this
9 Complaint and continuing through the present date (the “Class Period”).”

10 (b) “All persons who were hourly paid employees of Defendant and worked for
11 Defendant in California and left the employ of Defendant at any time during the
12 period commencing on the date that is within one (1) year prior to the filing of
13 this Complaint and continuing through the present date (the “Class Period”).”

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

17 **B. Maintenance of the Action**

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

21 **C. The Class Requisites**

22 20. At all material times, Plaintiff was a member of the Class.

23 21. The Class action meets the statutory prerequisites for maintaining a class action
24 under Code of Civil Procedure § 382 in that:

25 (a) The persons who comprise the Class are so numerous that the joinder of all
26 those persons is impracticable and the disposition of their claims as a Class
27 will benefit the parties and the Court;
28

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
2 that are raised in this Complaint are common to the Class and will apply
3 uniformly to every Class member;
- 4 (c) The claims of the representative Plaintiff are typical of the claims of each
5 Class member. Plaintiff, like all Class members, has sustained damages
6 arising from Defendant's violations of the laws of the State of California.
7 Plaintiff, and the Class members, were and are similarly or identically
8 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
9 pattern of misconduct engaged in by the Defendant;
- 10 (d) The representative Plaintiff has, and will continue to, fairly and adequately
11 represent and protect the interests of the Class and has retained counsel
12 who are competent and experienced in class action litigation. There are no
13 material conflicts between the claims of the representative Plaintiff and the
14 Class members that would make class certification inappropriate. Counsel
15 for the Class will vigorously assert the claims of all Class members.

16 22. The persons who comprise the Class are so numerous that joining all of them is
17 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
18 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
19 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
20 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
21 Plaintiff are experienced, qualified and generally able to conduct complex class action
22 litigation.

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

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members:
- 27 (b) A class action is superior to any other available method for fairly and
28 efficiently adjudicating the claims of the Class;

- 1 (c) The Class members are so numerous that it is impractical to bring all of
2 them before the Court;
- 3 (d) Plaintiff and other Class members will not be able to obtain effective and
4 economic legal redress unless the action is maintained as a class action;
- 5 (e) There is a community of interest in obtaining appropriate legal and
6 equitable relief for the statutory violations, and in obtaining adequate
7 compensation for the damages and injuries for which Defendant is
8 responsible in an amount sufficient to adequately compensate the Class
9 members;
- 10 (f) Without Class certification, the prosecution of separate actions by
11 individual Class members would create a risk of:
- 12 i. Inconsistent or varying adjudications for individual Class members
13 that would establish incompatible standards of conduct for
14 Defendant; and/or,
- 15 ii. Adjudication for individual Class members that would, as a
16 practical matter, dispose of other non-party members' interests, or
17 that would substantially impair or impede the non-parties' ability
18 to protect their interests, by, for example, potentially exhausting
19 the funds available from Defendant, and
- 20 (g) Defendant has acted or refused to act on grounds generally applicable to
21 the Classes, making final injunctive relief appropriate for the Class, as a
22 whole.

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

6 25. At all times material hereto, Defendant has been and is, an auto parts warehouse.

7 26. Plaintiff and members of the Class were employed as Warehouse Workers by
8 Defendant in California at various times during the Class Period.

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THE CONDUCT

12 27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
13 Plaintiff and members of the Class wages and compensation owed under California law.

14 28. Starting on or about June 3, 2024 and continuing to May 2, 2025, Defendant
15 employed Plaintiff on an hourly basis as a Warehouse Worker at KABP in Santa Clara,
16 California.

17 29. While employed by Defendant as a Warehouse Worker, Plaintiff was paid
18 approximately \$19.00 per hour.

19 30. The employment by Defendant of the Class Members, and each them, is
20 governed by Industrial Welfare Commission Wage Order No. 9, which covers those persons
21 employed in the transportation industry.

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FAILURE TO PAY OVERTIME/MINIMUM WAGES

25 31. Under California law, non-exempt employees as defined by Wage Order No. 9,
26 are entitled to premium wages for overtime worked. Under California law, an hourly paid
27 employee is entitled to overtime pay when they exceed eight hours of work in a single day,
28 exceed 40 hours of work in a week or work seven days in a row.

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

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

9 34. Plaintiff and Class members were not afforded compliant meal/rest breaks.
10 Further, Plaintiff and Class members' hours were rounded to the quarter hour. Defendant
11 unlawfully rounded down or "shaved" the hours worked by employees such that they were not
12 paid for all hours worked. As a result, during this period, it was the practice and policy of
13 Defendant to not pay employees at appropriate overtime and minimum wage rates. Monies for
14 unpaid overtime and minimum wages remain due and owing.

15 MEAL BREAKS NOT COMPLIANT

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

21 36. Plaintiff and Class members' meal breaks were routinely afforded late and/or
22 interrupted. Further, Defendant had an unlawful policy and procedure of automatically deducting
23 ("auto-deduct") 30 minutes for meal periods from employees' daily hours even if employees'
24 meal periods were not timely afforded, and/or their meal periods were interrupted. This auto-
25 deduct policy was unlawful and did not account for whether meal periods were actually timely
26 provided, whether employees were able to take their meal periods at all, whether they took meal
27 periods of less than 30 minutes and whether they were free from interruption for the full 30
28 minutes. As a result of this policy, Defendant failed to compensate these employees with at least

1 minimum wage rate for all time worked when their daily hours were automatically reduced even
2 though employees did not receive timely meal periods and/or their meal periods were interrupted.

3 37. Defendant's policies and procedures were applied to all non-exempt employees
4 in California and resulted in non-exempt employees working time which was not compensated
5 by any wages in violation of Labor Code sections 510, 1194 and IWC Wage Order No. 9. As a
6 result, Defendant owes wages at the legal overtime rate for unpaid overtime to each of their
7 California non-exempt employees whose daily hours were automatically reduced even though
8 they did not take timely meals periods and/or their meal periods were interrupted.

9 **REST BREAKS NOT COMPLIANT**

10 38. Plaintiff and Class members were never afforded rest breaks.

11 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

12 39. As a result of Defendant's failure to pay employees at required overtime rates,
13 minimum wages, premium pay for missed meal/rest breaks, the wage statements issued to the
14 employees did not comply with Labor Code §226 and California Industrial Welfare
15 Commission ("IWC") Wage Order No. 9 in that they did not accurately reflect all wages
16 earned and due and owing.

17 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

18 40. Plaintiff and Class members were not reimbursed for their necessary business
19 expenses, such as cell phone use.

20 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

21 41. Defendant failed to allow Plaintiff and Class members to timely inspect their
22 records and payroll files.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(Labor Code §§510, 558, 1194.3 and Wage Order No. 9 By Plaintiffs Against Defendant**
26 **and Does 1-100)**

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

1 43. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
2 Code §§510, 1194, and 1198, and IWC Wage Order No. 9, Defendant was required to
3 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
4 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
5 hours on the seventh (7th) consecutive day of any work week.

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

10 45. Pursuant to IWC Wage Order No. 9-2001, § 3, "Employment beyond eight (8)
11 hours in any workday is permissible provided the employee is compensated for such overtime
12 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
13 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
14 workday...

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

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

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

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

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

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

47. Throughout Plaintiff's and Class members' employment, Defendant failed and refused to pay and properly calculate overtime compensation to Plaintiff and Class members as required by law due to its failure to afford compliant meal/rest breaks and its auto-deduct policy.

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

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

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

**(IWC Wage Order No. 9; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs
Against Defendant and Does 1 through 100)**

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

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

52. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 9-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an

1 employer's failure to pay for any particular hour of time worked by an employee is unlawful,
2 even if averaging an employee's total pay over all hours worked, paid or not, results in an
3 average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314,
4 324 (2005).

5 53. Pursuant to Wage Order No. 9, Defendant is required to pay the members of the
6 Class for all hours worked, meaning the time during which an employee is subject to the
7 control of an employer, including all the time the employee is suffered or permitted to work,
8 whether or not required to do so.

9 54. Furthermore, pursuant to *Labor Code* § 1198, "[t]he maximum hours of work
10 and the standard conditions of labor fixed by the commission shall be the maximum hours of
11 work and the standard conditions of labor for employees. The employment of any employee for
12 longer hours than those fixed by the order or under conditions of labor prohibited by the order
13 is unlawful."

14 55. Defendant failed to satisfy minimum wage requirements because Defendant did
15 not provide compliant meal/rest breaks to Plaintiff and the Class.

16 56. Further, Defendant failed to satisfy minimum wage requirements because they
17 improperly rounded down Plaintiff and Class members' hours to reflect a lower number of
18 hours resulting in failure to compensate Plaintiff and Class members properly for "all hours
19 worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff
20 and Class members worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 9.

21 57. Defendant, as a matter of established company policy and procedure,
22 consistently:

23 a. Administered a uniform company policy and practice as to the time rounding
24 policies regarding the members of the Class; and

25 b. Shaved the actual time worked and recorded by the members of the Class,
26 down, so that during the course of their employment, the members of the Class
27 were paid less than they would have been paid had they been paid for actual
28 recorded time rather than "shaved" time.

58. Defendant's time rounding policies had a disproportionately negative impact on Plaintiff and the members of the Class.

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

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

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

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

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(IWC Wage Order No. 9; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and Does 1 through 100)

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

64. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

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

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

67. IWC Order No. 9-2001 (11)(c) further provides, in relevant part: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

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

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, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30-minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

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

7 70. As alleged herein, Defendant failed to relieve employees of duties for compliant
8 meal breaks throughout the Class Period

9 71. Plaintiff and Class members' meal breaks were afforded late and/or interrupted.
10 Defendant had an unlawful policy and procedure of automatically deducting ("auto-deduct") 30
11 minutes for meal periods from employees' daily hours even if employees' meal breaks were
12 afforded late and/or their meal periods interrupted. This auto-deduct policy was unlawful and
13 did not account for whether meal periods were actually timely provided, whether employees
14 were able to take their meal periods at all, whether they took meal periods of less than 30
15 minutes and whether they were free from interruption for the full 30 minutes. As a result of this
16 policy, Defendant failed to compensate these employees with at least minimum wage rate for
17 all time worked when their daily hours were automatically reduced even though employees did
18 not receive a timely meal period and/or their meal periods were interrupted.

19 72. Under California law, employers must also record their employees' meal
20 periods: "Every employer shall keep accurate information with respect to each employee,
21 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
22 operations cease ... need not be recorded." IWC Order No. 9, § (7)(A)(3). Where the employer
23 has failed to keep records required by statute, the consequences of such failure should fall on
24 the employer, not the employee. In such a situation, imprecise evidence by the employee can
25 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
26 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
27 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
28 known its employees were regularly missing meal periods during the Class Period.

1 73. Defendant did not require Plaintiff and Class members to clock in and out for
2 their meal breaks.

3 74. Defendant has a policy or practice of failing to ensure that Plaintiff and
4 members of the class take the meal periods required by California Labor Code §226.7 and IWC
5 Wage Order No. 9-2001 §11.

6 75. By their actions in not affording Plaintiff and Class members meal periods
7 and/or not affording them compliant meal periods, Defendant violated Cal. Lab. Code
8 §226.7(b) and section 11 of Wage Order No. 9 in the amount of one additional hour of pay at
9 the employee's regular rate of compensation for each work period during each day in which
10 Defendant failed to provide employees with statutory timely and off-duty meal periods.

11 76. Defendant also has a policy or practice of failing to pay each of their employees
12 who was not provided with a compliant meal period as required an additional one hour of
13 compensation at each employee's regular rate of pay.

14 77. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
15 bring a private right of action to recover wages due based on the deprivation of timely meal
16 periods and/or their meal periods were interrupted under Cal. Labor Code § 226.7(b).

17 78. As a direct and proximate result of Defendant's unlawful conduct as alleged
18 herein, Plaintiff and members of the Class have sustained economic damages, including but not
19 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
20 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
21 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 9.

22 **FOURTH CAUSE OF ACTION**

23 **FOR FAILURE TO PROVIDE REST PERIODS**

24 **(Labor Code § 226.7 and IWC Wage Order No. 9 By Plaintiffs Against Defendant and**
25 **Does 1 through 100)**

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

1 80. Labor Code § 226.7 and IWC Wage Order No. 9 provide that employers shall
2 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
3 per four hours of work, or major fraction thereof.

4 81. Labor Code § 226.7 and IWC Wage Order No. 9 provide that if an employer
5 fails to provide an employee with rest periods in accordance with those provisions, the
6 employer shall pay the employee one hour of pay at the employee's regular rate of
7 compensation for each workday that the rest periods were not so provided.

8 82. Defendant has intentionally and improperly denied compliant rest periods to
9 Plaintiff and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 9. Plaintiff
10 and Class members were not afforded any rest breaks.

11 83. At all times relevant hereto, Plaintiff and members of the Class have worked 8
12 or more hours daily.

13 84. At all times relevant hereto, Defendant failed to provide rest periods as required
14 by Labor Code § 226.7 and IWC Wage Order No. 9. Plaintiff and Class were not afforded
15 complaint rest breaks.

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

20 **FIFTH CAUSE OF ACTION**

21 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

22 **ITEMIZED STATEMENTS**

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

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

26 87. Pursuant to IWC Wage Order No. 9, Defendant was the employer of Plaintiff
27 and the Class.

1 88. Pursuant to California Labor Code sections 226 and 1174, and Wage Order No.
2 9-2001 section 7, Defendant is required to maintain and provide accurate records relating to
3 employee compensation including all formulas and production records used to calculate wages
4 due.

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

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

15 91. Notwithstanding these provisions, Defendant has engaged in a uniform practice
16 of refusing to maintain and provide the accurate records and wage statements required by
17 California law. Further, due to Defendant's auto-deduct policy, Defendant violated section 226.

18 92. Throughout the Class Period, Defendant intentionally and knowingly provided
19 Plaintiff and other members of the Class with weekly itemized wage statements containing
20 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
21 that the payments owed to Plaintiff and the members of the Class for overtime compensation,
22 minimum wages, untimely or missed meal and rest periods, wages on termination of
23 employment, were not included in gross wages earned by Plaintiff and members of the Class.

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

26 94. Plaintiff and members of the Class were damaged by these failures because,
27 among other things, the failures led them to believe that they were not entitled to overtime
28 compensation, minimum wages, pay for meal and rest periods not compliant and wages on

1 termination of employment, even though they were so entitled and these failures hindered them
2 from determining the amounts of wages owed to them.

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

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

8 **SIXTH CAUSE OF ACTION**

9 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

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

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

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

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

19 100. Plaintiff and the Class were discharged and/or resigned from Defendant's
20 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

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

23 **SEVENTH CAUSE OF ACTION**

24 **REIMBURSEMENT OF BUSINESS EXPENSES**

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

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

1 103. Labor Code §2802 requires employers to indemnify employees for all necessary
2 expenditures incurred by employees in the discharge of their duties.

3 104. At all times relevant herein, Defendant was aware that Plaintiff and Class
4 members were using their cell phones, but failed to indemnify Plaintiff for all their business-
5 related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and
6 thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing
7 Plaintiff and Class Members for their work-related expenses that they incurred in using their
8 cell phones for work-related purposes.

9 105. As a result of Defendant's conduct, Plaintiff and Class members suffered
10 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
11 business-related expenses incurred in the discharge of their duties.

12 106. Pursuant to Labor Code §2802, Plaintiff and Class members are entitled to
13 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
14 costs of suit.

15 **EIGHTH CAUSE OF ACTION**

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

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

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

20 108. California Labor Code Section 1198.5 provides:

- 21
- 22 (a) Every current and former employee, or his or her representative, has the
23 right to inspect and receive a copy of the personnel records that the
24 employer maintains relating to the employee's performance or to any
grievance concerning the employee.
- 25 (b) The employer shall make the contents of those personnel records available
26 for inspection to the current or former employee, or his or her
27 representative, at reasonable intervals and at reasonable times, but not later
28 than 30 calendar days from the date the employer receives a written request,
unless the current or former employee, or his or her representative, and the
employer agree in writing to a date beyond 30 calendar days to inspect the
records, and the agreed-upon date does not exceed 35 calendar days from

1 the employer's receipt of the written request to inspect the records. Upon a
2 written request from a current or former employee, or his or her
3 representative, the employer shall also provide a copy of the personnel
4 records,..... later than 30 calendar days from the date the employer receives
5 the request...

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

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

13 109. Additionally, pursuant to Wage Order No. 9, at section 7 re: Records, employers
14 are required to keep accurate payroll records on each employee, and such records must be
15 made readily available for inspection by the employee upon reasonable request. The employer
16 must also maintain accurate production records.

17 110. On or about May 16, 2025, Plaintiff's counsel issued a written request to
18 Defendant for copies of his personnel records.

19 111. Under California Labor Code Sections 226, 432 and 1198.5, such records were
20 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
21 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
22 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
23 records.

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

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

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

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

114. Pursuant to IWC Wage Order No. 9, Defendant was the employer of Plaintiff and the Class. Defendant is also a "person" as that term is defined in Business & Professions Code §17021.

115. The Business & Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay Plaintiff and the Class overtime compensation; (2) pay minimum wages; (3) pay Plaintiff and the Class meal periods not compliant, (4) pay Plaintiff and the Class rest periods not provided, (5) furnish Plaintiff and the Class with accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare Commission requirements, (6) pay all wages owed on termination of employment, (7) reimburse business expenses, (8) provide personnel records, all in violation of Business & Professions Code §§ 17200 *et seq.*

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

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

118. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of

1 which Plaintiff and the Class have been deprived by means of the above-described unfair and
2 unlawful business practices.

3 119. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
4 above-described business practices are unfair and unlawful and that injunctive relief should be
5 issued restraining Defendant from engaging in any of the above described unfair and unlawful
6 business practices in the future.

7 120. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
8 redress the injuries which they have suffered as a consequence of the unfair and unlawful
9 business practices of Defendant. As a result of the unfair and unlawful business practices
10 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
11 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
12 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
13 Plaintiff and the Class.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
16 and against Defendant as follows:

17 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff
18 and Class members, according to proof;

19 2. For compensatory damages in the amount minimum wages due to Plaintiff and
20 Class members, according to proof;

21 3. For payment of unpaid wages in accordance with California labor and
22 employment law;

23 4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
24 Class members for each workday that a meal and/or rest period was not compliant;

25 5. For payment to Plaintiff and Class members of waiting time penalties pursuant
26 to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of
27 termination or layoff, multiplied by the total amount of days elapsed between the date of the
28

1 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
2 maximum of 30 days' pay, according to proof;

3 6. For specific relief enforcing waiting time penalties of 30 days of per diem wages
4 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

5 7. For compensatory damages in the amount of Plaintiff and Class members' cell
6 phone expenses for business purposes, costs and attorneys' fees pursuant to *Cal. Code Civ.*
7 *Proc.* §2802(c);

8 8. For an award of consequential damages in Plaintiff and Class members' favor
9 and against Defendant, in an amount to be proven at trial;

10 9. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

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

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

16 12. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 9-
17 2001(14);

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

21 14. For an award of restitution of wages to Plaintiff and Class members in an
22 amount equal to the amount of wages owed and unpaid, according to proof;

23 15. For injunctive relief requiring Defendant to comply with Labor Code
24 1198.5(b)(1);

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

27 //

28 //

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

4 18. For such other and further relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff Shane Angel hereby respectfully requests a trial by jury for all claims and
7 issues raised in his Complaint that may be entitled to a jury trial.

8
9 LIPELES LAW GROUP, APC

10 Date: May 16, 2025

11
12 By: 

13 _____
14 Kevin A. Lipeles
15 Attorneys for Plaintiff
16 Shane Angel
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