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ARMANDO MARIN PARRA

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

ARMANDO MARIN PARRA, an
individual,

Plaintiff,

vs.

YD TRANSPORTATION INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 25STCV13001

COMPLAINT FOR:

- 1. WILLFUL MISCLASSIFICATION AS EXEMPT (Wage Order No. 9);**
- 2. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES (Cal. *Labor Code* §§510, 511, 558, 1194, 1197, 1197.1, 1194.3, 1198, 119; IWC Wage Order No. 9);**
- 3. FAILURE TO PAY MINIMUM WAGES (Cal. *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 9)**
- 4. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 9)**
- 5. FAILURE TO PROVIDE REST PERIODS (Cal. *Labor Code* § 226.7; IWC Wage Order No. 9);**
- 6. FAILURE TO MAINTAIN AND ISSUE ACCURATE WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 9);**
- 7. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. *Labor Code* §§201-203);**
- 8. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* §2802);**
- 9. FAILURE TO ALLOW INSPECTION**

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OF EMPLOYMENT RECORDS (Cal.
Labor Code §1198.5); and
10. UNFAIR COMPETITION (Cal. *Bus. &*
Prof. Code §§17200 *et seq.*)

DEMAND FOR A JURY TRIAL

ARMANDO MARIN PARRA (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. 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 Los Angeles County and because Defendant YD Transportation Inc. owned and operated their business in Los Angeles County.

II. PARTIES

3. At all times relevant hereto, Plaintiff Armando Marin Parra (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Los Angeles, California.

4. Plaintiff is informed and believes and thereon alleges that at all times material hereto, Defendant YD Transportation (“YD” or “Defendant”), has been, and is a California corporation, with a principal place of business at 1135 Calle Flor, Montebello, California 90640. Plaintiff is informed and believes and thereon alleges that at all times material hereto YD has been authorized to do business and has been doing business in the State of California.

5. Plaintiff is informed and believes and thereon alleges, that at all times relevant herein, Defendant and some of DOES 1 through 100 were the agents, employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such

1 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
2 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
3 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
4 individual person who owned, controlled, or managed the business for which Plaintiff worked
5 and/or who directly or indirectly exercised operational control over the wage policies of
6 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions
7 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
8 included decision-making responsibility for, and establishment of, wage and hour violations for
9 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
10 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
11 alleged herein.

12 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
13 through 100 are, and at all times relevant hereto were, persons, corporations or other business
14 entities organized and existing under and by virtue of the laws of the State of California, and
15 are/were qualified to transact and conduct business in the State of California, and did transact
16 and conduct business in the State of California, and are thus subject to the jurisdiction of the
17 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
18 employ persons, conduct business and engage in wage and hour violations in the County of Los
19 Angeles.

20 8. Plaintiff is further informed and believes, and thereon alleges, that each of the
21 fictitiously named Defendants aided and assisted the named Defendants in committing the
22 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
23 Defendant.

24 **III. PAGA NOTICE**

25 9. Pursuant to the California Labor Code, on or about May 2, 2025, Plaintiff filed a
26 notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue claims
27 against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff further
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1 reserves the right to amend this Complaint once he completes and complies with the provisions
2 under the law.

3 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
4 **ACTION**

5 **Employment Information**

6 10. Plaintiff was an employee of YD since on or about December 5, 2016. Plaintiff
7 worked in Receiving & Loading for YD. Plaintiff's job entailed stocking pallets and loading
8 trucks. He typically worked 6 days a week and 60 or more hours per week. Plaintiff was paid a
9 salary of \$7,200 per month, no matter how many hours he worked. He was employed at YD
10 until April 7, 2025, when Plaintiff was wrongfully terminated.

11 **Wage and Hour Violations**

12 11. The employment by YD of Plaintiff is governed by Industrial Welfare
13 Commission Wage Order No. 9, which covers those persons in the transportation industry.

14 12. Plaintiff was willfully misclassified as exempt in violation of Wage Order No. 9.

15 13. Plaintiff was not paid overtime/double time.

16 14. Plaintiff was not paid minimum wages.

17 15. Plaintiff was not afforded any rest breaks while he worked at YD.

18 16. Plaintiff was not afforded any meal breaks.

19 17. As a result of Defendant's failure to pay Plaintiff overtime/double time,
20 minimum wages, and afford compliant meal/rest breaks, the wage statements issued to him did
21 not comply with Labor Code §226 and California Industrial Welfare Commission ("IWC")
22 Wage Order No. 9 in that they did not accurately reflect all wages earned and due and owing.

23 18. As a further result of Defendant's failure to pay overtime/double time, minimum
24 wages, afford meal/rest breaks to Plaintiff, when Plaintiff left their employ, he was not timely
25 paid all wages due him, as required by Labor Code §§ 201, 202 and Wage Order No. 9.

26 19. Plaintiff was not reimbursed for his necessary business expenses.

27 20. Defendant failed to provide Plaintiff with his requested employment records.
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1 **FIRST CAUSE OF ACTION**

2 **WILLFUL MISCLASSIFICATION AS EXEMPT**

3 **(Wage Order No. 9 By Plaintiff Against Defendant and Does 1-100)**

4 21. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 22. Defendant misclassified Plaintiff as an exempt employee rather than non-exempt
7 in violation of IWC Wage Order No. 9, for its own financial benefit.

8 23. The California Industrial Welfare Commission Wage Order No. 9 identifies
9 three exemptions to the provisions of the wage order: executive exemption, administrative
10 exemption, and professional exemption. None of the exemptions apply to Plaintiff.

11 24. On information and belief Defendant decided to wrongfully treat Plaintiff as an
12 exempt employee.

13 25. Plaintiff did not meet the requirements of being “salary exempt” as set forth by
14 California Labor Code § 515(a). Plaintiff was not allowed to make independent decisions.
15 Plaintiff did not manage any employees of Defendant. He did not have authority to hire or fire
16 employees. He did not make employees’ schedules. Further, Plaintiff did not have independent
17 judgment or discretion in his job position. Plaintiff performed more hourly work than
18 management work.

19 26. Defendant thus improperly classified Plaintiff as exempt from the wage and
20 hour requirements set forth in the Labor Code and IWC Wage Order No. 9, because he did not
21 qualify as exempt.

22 27. Because of this misclassification, Plaintiff suffered damages as a result of
23 Defendant’s violation of IWC Wage Order No. 9, in an amount according to proof.

24 28. Based on Defendant’s conduct as alleged herein, Defendant is liable for
25 damages and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and
26 penalties pursuant to Labor Code §§203 and 206.

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**(Labor Code §§510, 511, 558, 1194, 1197, 1197.1, 1194.3, 1198, 119 and Wage Order No. 9
By Plaintiff against Defendant and Does 1-100)**

30. During Plaintiff's entire employment with YD, pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 9, YD was required to compensate Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week. Further, YD was required to compensate Plaintiff with premium pay for all double-time performed, for hours worked in excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh day of a workweek.

32. California Labor Code section 510, subdivision (a), states in relevant part:

Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than

1 those fixed by the order or under conditions of labor prohibited by the order is
2 unlawful.

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

8 35. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

22 36. Plaintiff worked 10 or more hours per day, 6 days per week. Plaintiff was not
23 paid overtime for the overtime hours he worked. Further, when Plaintiff worked more than 12
24 hours per day, he was not paid double time. Instead, Plaintiff was paid of monthly salary of
25 \$7,200.00 no matter how many hours he worked.

26 37. The foregoing overtime/double time compensation is owed and unpaid. As a
27 direct and proximate result of Defendant YD's failure and refusal to pay overtime/double time,
28 Plaintiff suffered damages in the amount of at least \$201,600.00, according to be proof at trial.

1 38. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime/double
2 time wages against employers and those individuals acting in their behalf. Plaintiff requests
3 that this Court assess said penalty against YD in an amount to be proven at trial.

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

7 **THIRD CAUSE OF ACTION**

8 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
9 **119, IWC Wage Order No. 9 – By Plaintiff against Defendant and Does 1 through 100)**

10 40. Plaintiff realleges and incorporates by reference all of the allegations set forth in
11 this Complaint.

12 41. *Labor Code* § 1197 states the California requirement that employees must be
13 paid at least the minimum wage fixed by the Commission, and any payment of less than the
14 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
15 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full
16 amount of this minimum wage." IWC Wage Order No. 9 also obligates employers to pay each
17 employee minimum wages for all hours worked. These minimum wage standards apply to each
18 hour employees worked for which they were not paid. Therefore, an employer's failure to pay
19 for any particular hour of time worked by an employee is unlawful, even if averaging an
20 employee's total pay over all hours worked, paid or not, results in an average hourly wage
21 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

22 42. Here, Plaintiff was not paid minimum wages due to Defendant's failure to afford
23 Plaintiff compliant meal/rest breaks.

24 43. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
25 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
26 wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

27 44. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
28 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*

1 Code § 1194. Where an employee, such as Plaintiff is not paid for all hours worked under
2 Labor Code § 1194, the employee may recover minimum wages for the time associated with
3 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
4 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
5 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
6 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
7 (N.D. Cal. 2016).

8 45. Plaintiff suffered and continued to suffer losses related to the use and
9 enjoyment of compensation due and owing to him as a direct result of Defendant's unlawful
10 acts and Labor Code violations in the amount of at least \$201,600.00, according to proof at
11 trial.

12 46. Labor Code § 1197.1(a) mandates a civil penalty for failure to pay minimum
13 wages against employers and those individuals acting on their behalf. Plaintiff requests that
14 this Court assess said penalty against Defendant in an amount to be proven at trial.

15 47. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
16 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant
17 owe him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts
18 according to proof.

19 **FOURTH CAUSE OF ACTION**

20 **(For Failure to Provide Meal Breaks in violation of Cal. Labor Code §226.7– By Plaintiff**
21 **Against Defendant and Does 1 through 100)**

22 48. Plaintiff realleges and incorporates by reference all of the allegations set forth in
23 this Complaint.

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

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

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

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

12 53. Section 512(a) of the California Labor Code provides, in relevant part, that:
13 An employer may not employ an employee for a work period of more than five
14 hours per day without providing the employee with a meal period of not less
15 than 30-minutes, except that if the total work period per day of the employee is
16 no more than six hours, the meal period may be waived by mutual consent of
17 both the employer and employee. An employer may not employ an employee for
18 a work period of more than 10 hours per day without providing the employee
19 with a second meal period of not less than 30-minutes, except that if the total
20 hours worked is no more than 12 hours, the second meal period may be waived
21 by mutual consent of the employer and the employee only if the first meal
22 period was not waived.

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

55. Plaintiff was never afforded any meal breaks.

56. Defendant further violated IWC Wage Order No. 9 and Labor Code § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate of pay for each work day that a meal period was not provided, in an amount according to proof. This amount remains owed and unpaid.

57. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to recover wages due based on the deprivation of timely meal periods under Cal. Labor Code § 226.7(b).

58. As a direct and proximate result of YD's unlawful conduct as alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost interest, in the amount of at least \$201,600.00, to be established at trial, and is entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to YD's violations of the California Labor Code and IWC Wage Order No. 9.

FIFTH CAUSE OF ACTION

**(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7– By Plaintiff
Against Defendant and Does 1 through 100)**

59. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

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

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

62. Defendant has intentionally and improperly not afforded any rest periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 9.

63. At all times relevant hereto, Plaintiff has worked 10 or more hours daily.

64. At all times relevant hereto, Defendant failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 9.

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

SIXTH CAUSE OF ACTION

**(Failure to Maintain and Issue Accurate Wage Statements in Violation of Labor Code
§226 - By Plaintiff Against Defendant and Does 1 through 100)**

66. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

67. At all times relevant hereto, Defendant failed to issue payroll statements to Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did not properly and accurately itemize the number of hours Plaintiff worked at the effective regular rates of pay and the effective overtime/double time rates of pay, minimum wage rates and premium pay for meal/rest breaks not compliant.

68. Defendant knowingly and intentionally failed to comply with *Labor Code* §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs expended calculating the actual hours worked and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

69. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

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SEVENTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION

(Labor Code §§201-203 By Plaintiff Against Defendant and Does 1 through 100)

70. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

71. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202(a) provides that when an employee resigns or is terminated from employment, unpaid wages are due and payable within 72 hours of resignation or termination.

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

73. Plaintiff was discharged from Defendant's employ and Defendant willfully failed to pay overtime, minimum wages, afford meal breaks, afford rest breaks and did not pay him premium pay for meal/rest breaks not afforded.

74. Defendant terminated Plaintiff on April 7, 2025, yet failed to pay him wages due to him.

75. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day he was not timely paid, not to exceed 30 days' wages.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES

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

76. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

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

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78. At all times relevant herein, Defendant was aware that Plaintiff was using his personal vehicle and cell phone, but failed to indemnify Plaintiff for all his business-related expenses, including wear and tear expenses, in accordance with Labor Code §2802.

79. As a result of Defendant's conduct, Plaintiff suffered damages in an amount, subject to proof, to the extent he was not reimbursed for all of his business-related expenses incurred in the discharge of his duties.

80. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of his unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

(For Failure to Allow Inspection of Employment Records in Violation of Cal. Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)

81. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

82. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later 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 the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of

1 the personnel records,... later than 30 calendar days from the date the employer
2 receives the request...

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

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

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

14 84. On or about April 30, 2025, Plaintiff's counsel issued a written request to YD
15 for copies of his personnel records.

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

21 86. As a direct result and consequence of Defendant's failure and refusal to permit
22 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
23 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
24 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
25 penalty of \$750 based upon Defendant's violation of §1198.5.

26 **TENTH CAUSE OF ACTION**

27 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
28 **§17200 et. seq. – By Plaintiff Against Defendant and Does 1 through 100)**

1 87. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 88. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
4 competition, which shall mean and include any "unlawful and unfair business practices."

5 89. Defendant's conduct as alleged herein has been and continues to be unfair,
6 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
7 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
8 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
9 therefore has standing to bring this suit for restitution.

10 90. Paying overtime/double time, minimum wages, affording employees' compliant
11 meal/rest breaks, paying premium pay for failure to afford meal/rest breaks and reimbursing
12 business expenses, are fundamental public policies of the State of California. It is also the
13 public policy of this State to enforce minimum labor standards, to ensure that employees are
14 not required or permitted to work under substandard and unlawful conditions, and to protect
15 those employers who comply with the law from losing competitive advantage to other
16 employers who fail to comply with labor standards and requirements.

17 91. Defendant failed to pay overtime/double time, minimum wages, afford
18 compliant meal/rest breaks, and reimburse expenses to Plaintiff. Further, Defendant failed to
19 provide Plaintiff with his personnel records.

20 92. Through the conduct alleged herein, Defendant acted contrary to these public
21 policies and has thus engaged in unlawful and/or unfair business practices in violation of
22 Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and
23 privileges guaranteed to employees under California law.

24 93. Defendant regularly and routinely violated the following statutes and regulations
25 with respect to Plaintiff:

26 (a) Willful misclassification as exempt (Wage Order No. 9);
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- 1 (b) *Labor Code* §§ 510, 511, 558, 1194, 1197, 1197.1, 1194.3, 1198, 119
2 and IWC Wage Order No. 9 as amended (failure to pay overtime/double
3 time);
4 (c) *Labor Code* § 1197 and Wage Order No. 9 (failure to pay minimum
5 wages);
6 (d) *Labor Code* §226 (failure to afford meal/rest breaks);
7 (e) *Labor Code* § 226 (failure to provide accurate wage statements to
8 employees at the time of payment of wages);
9 (f) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
10 (g) *Labor Code* § 2802 (failure to reimburse business expenses); and
11 (h) *Labor Code* §1198.5 (failure to allow inspection of employment
12 records).
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14 94. By engaging in these business practices, which are unfair business practices
15 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant harmed Plaintiff and
16 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
17 entitled to obtain restitution of these funds.

18 **PRAYER FOR RELIEF**

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

- 21 1. For compensatory damages in the amount of unpaid overtime/double time due to
22 Plaintiff, in the amount of at least \$201,600.00, according to proof;
23 2. For compensatory damages in the amount of unpaid minimum wages due to
24 Plaintiff, in the amount of at least \$201,600.00, according to proof;
25 3. For compensatory damages for lost wages and employment benefits, in the
26 amount of at least \$201,600.00, according to proof;
27 4. For compensatory damages in the amount of Plaintiff's out of pocket vehicle
28 expenses and cell phone and/or reimbursement of monies incurred while performing

1 Defendant's business-related duties, plus interest, costs and attorneys' fees pursuant to Cal.
2 Code Civ. Proc. §2802(c);

3 5. For prejudgment interest accrued on all due and unpaid overtime/double time
4 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
5 *Code* §§218.6 and 1194(a), according to proof;

6 6. For an award of consequential damages, according to proof;

7 7. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
8 workday that a meal and/or rest period was not provided;

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

10 9. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
11 §203, in an amount equal to his respective daily rates of pay at the time of termination or
12 layoff, multiplied by the total amount of days elapsed between the date of the involuntary
13 termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30
14 days' pay, according to proof;

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

17 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 226.7, according to
18 proof;

19 12. For reasonable costs, including attorneys' fees, in an amount according to proof
20 pursuant to *Cal. Labor Code* §§218.5, 1198.5, 2802, and/or *Cal. Code Civ. Proc.* §1021.5;

21 13. For injunctive relief ordering the continuing unfair business acts and practices to
22 cease, as the Court deems just and proper;

23 14. For other injunctive relief ordering Defendant to notify Plaintiff that he has not
24 been paid the proper amounts in accordance with California law;

25 15. For injunctive relief requiring Defendant to comply with Labor Code
26 §1198.5(b)(1); and

27 16. For such other and further relief as the Court deems just and proper.
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DEMAND FOR JURY TRIAL

Plaintiff Armando Marin Parra hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: May 2, 2025

By: Jasmine Badawi
Jasmine J. Badawi
Attorneys for Plaintiff
Armando Marin Parra