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Attorney for Plaintiff,

JONATHAN BUENO

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

JONATHAN BUENO, an individual, on behalf of
all others similarly situated,

Plaintiffs,

v.

BEAR CAR CARE, LLC, a limited liability
company, EMILY HENDERSHOT, an
individual, and DOES 1 through 20 inclusive,

Defendants.

Case No. CVRI2205237

**FRIST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;
2. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
3. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
4. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198;
5. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
6. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
7. Failure to Timely Pay Wages in Violation of Labor Code § 204;

8. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;

9. Unfair Competition in Violation of Labor Code §§ 17200, et seq.

10. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

Jury Trial Demanded

1. Plaintiff JONATHAN BUENO, on behalf of himself and all others similarly situated, and as an aggrieved employee on behalf of all other aggrieved employees, is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. This Class Action is brought pursuant to Code of Civil Procedure § 382 to recover wages and all other available relief on behalf of Plaintiff and all similarly situated current and former non-exempt, hourly-paid employees of Defendants.

3. This enforcement action is brought pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former aggrieved employees of Defendants and against whom one or more Labor Code violations or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in this Complaint.

4. Plaintiff JONATHAN BUENO worked as a for BEAR CAR CARE LLC AND EMILY HENDERSHOT, and DOES 1-20, an automotive repair company, at 26450 Jefferson Ave., Ste. 102, Murrieta, CA 92562, from November 2020 to September 29, 2022. Plaintiff's job duties included test driving vehicles, verifying customer concerns, diagnosing issues with the vehicles, sending reports to service advisors, and preliminary inspections of the complete vehicle..

5. Plaintiff JONATHAN BUENO was at all times relevant hereto a resident of Temecula, California.

1 6. At all relevant times herein, Defendant BEAR CAR CARE LLC was a Corporation
2 with its principal place of business in Murrieta, California.

3 7. Defendant EMILY HENDERSHOT was at all times relevant herein the principal of
4 BEAR CAR CARE LLC.

5 8. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5
6 because this suit was filed in the county where the liability arises, where the breach occurred and
7 where Defendants resided at the commencement of this action.

8 9. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
9 unity of interest and ownership between BEAR CAR CARE LLC, EMILY HENDERSHOT and
10 DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

11 10. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
12 of purported corporate existence, BEAR CAR CARE LLC, EMILY HENDERSHOT and DOES 1-
13 20 are, in reality, one and the same.

14 11. BEAR CAR CARE LLC, EMILY HENDERSHOT and DOES 1-20 do not comply
15 with all requisite corporate formalities to maintain a legal and separate existence.

16 12. The business affairs of BEAR CAR CARE LLC, EMILY HENDERSHOT and DOES
17 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably
18 be segregated, and the same are in inextricable confusion. BEAR CAR CARE LLC is, and at all times
19 relevant hereto was, used by DOES 1-20 and EMILY HENDERSHOT as a mere shell and conduit
20 for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1-20. The
21 recognition of the separate existence of BEAR CAR CARE LLC would not promote justice, in that
22 it would permit Defendants to insulate themselves from liability to Plaintiff for violations of state
23 law. The corporate existence of BEAR CAR CARE LLC and DOES 1-20 should be disregarded in
24 equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to
25 Plaintiff herein.

26 13. Accordingly, BEAR CAR CARE LLC, EMILY HENDERSHOT and DOES 1-20 are
27 the alter egos of one another, and the fiction of their separate corporate existence must be disregarded.

28 14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based

1 thereon alleges that BEAR CAR CARE LLC, EMILY HENDERSHOT and DOES 1-20 are joint
2 employers by virtue of a joint enterprise, and that the employees and agents of BEAR CAR CARE
3 LLC were also employees of EMILY HENDERSHOT and DOES 1-20. BEAR CAR CARE LLC
4 employees performed services for each and every one of Defendants, and to the mutual benefit of all
5 Defendants, and all Defendants shared control of them as employees, either directly or indirectly, and
6 the manner in which Defendants' business was and is conducted.

7 15. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
9 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
10 Complaint to insert the true names and capacities of these Defendants when they become known to
11 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
12 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
13 Plaintiff as alleged hereinafter.

14 16. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
15 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
16 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
17 and each of them, and in doing the things alleged herein, were acting at least in part within the course
18 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
19 and/or joint venture and with the permission and consent of each of the other Defendants.

20 17. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
21 including those defendants named as DOES 1-20 acted in concert with one another to commit the
22 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
23 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
24 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
25 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
26 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
27 intended to cause and actually causing Plaintiff's harm.

28 18. Whenever and wherever reference is made in this Complaint to any act or failure to

1 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
2 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

3
4 **GENERAL ALLEGATIONS**

5 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
6 members were not paid for all hours worked because all hours worked were not recorded.

7 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive certain wages for
9 overtime compensation and that they were in fact not receiving certain wages for overtime
10 compensation.

11 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive at least minimum wages
13 for compensation and that they were not receiving at least minimum wages for work that was
14 required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class
15 members were not paid at least minimum wages for work done off-the-clock.

16 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to meal periods in accordance with
18 the Labor Code or payment of one additional hour of pay at their regular rates of pay when they
19 were not provided with timely, uninterrupted, 30 minute meal periods and that Plaintiff and class
20 members were not provided with all meal periods or payment of one additional hour of pay at their
21 regular rates of pay when they did not receive a timely, uninterrupted, 30 minute meal period.

22 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to 10 minute rest periods in
24 accordance with the Labor Code and applicable IWC Wage Order or payment of one additional hour
25 of pay at their regular rates of pay when they were not provided with a compliant 10 minute rest
26 period and that Plaintiff and class members were not provided compliant 10 minute rest periods or
27 payment of one additional hour of pay at their regular rates of pay when they were not provided a
28 compliant 10 minute rest period.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to timely payment of all wages
2 earned upon termination of employment. In violation of the California Labor Code, Plaintiff and
3 class members did not receive payment of all wages due, including overtime wages, minimum
4 wages, and meal and rest period premiums, within the time periods required by law.

5 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to timely payment of wages during
7 their employment. Plaintiff and class members did not receive payment of all wages, including
8 overtime wages, minimum wages, and meal and rest period premiums in violation of the California
9 Labor Code.

10 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive full reimbursement for
12 all business-related expenses and costs they incurred in direct consequence of the discharge of their
13 duties and that they did not receive full reimbursement of applicable business-related expenses and
14 costs incurred.

15 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and
17 class members for all hours worked, and that Defendants had the financial ability to pay such
18 compensation, but willfully, knowingly, and intentionally failed to do so.

19 **CLASS ACTION ALLEGATIONS**

20 28. Plaintiff's proposed Class consists of:

21 All persons who worked for Defendants as non-exempt, hourly-paid employees in California,
22 within four years prior to the filing of the initial complaint until the date of trial ("Class").

23 29. Plaintiff's proposed subclass consists of:

24 All persons who worked for Defendants as non-exempt, hourly-paid employees in California
25 and who received at least one wage statement within one year prior to the filing of the initial complaint
26 until the date of trial ("Subclass").

27 30. Members of the Class and Subclass are referred to herein as "Class."

28 31. Plaintiff reserves the right to redefine the Class and to add additional subclasses as

1 appropriate based on further investigation and discovery.

2 32. At all relevant times, Defendants have had a common and consistent policy and
3 practice of failing to pay the proper minimum wage and overtime, reimburse for necessary business
4 expenditures, furnish compliant wage statements, maintain accurate pay records, provide
5 uninterrupted meal and rest periods and timely pay wages in violation of the Labor Code and IWC
6 Wage Orders.

7 33. There is a well-defined community of interest in the litigation and the class members
8 are readily ascertainable:

9 34. **Numerosity:** The members of the Class are sufficiently numerous that joinder of all
10 members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time.
11 However, the Class is estimated to be greater than 100 individuals and the identity of such
12 membership is readily ascertainable by inspection of Defendants' employment records.

13 35. **Commonality:** There are questions of law and fact common to the Class that are
14 answerable on a common basis, and these questions predominate over individual questions. The
15 questions of law and fact common to the Class include, without limitation:

- 16 a. Whether Defendants required Plaintiff and class members to work over 8 hours
17 per day, over 12 hours per day, or over 40 hours per week and failed to pay them
18 all legally required overtime compensation;
- 19 b. Whether Defendants failed to pay Plaintiff and class members at least minimum
20 wages for all hours worked;
- 21 c. Whether Defendants failed to provide Plaintiff and class members with meal
22 periods;
- 23 d. Whether Defendants failed to provide Plaintiff and class members with rest
24 periods;
- 25 e. Whether Defendants provided Plaintiff and class members with complete and
26 accurate wage statements as required by California Labor Code section 226 (a);
- 27 f. Whether Defendants failed to pay earned overtime wages, minimum wages, and
28 meal and rest period premiums due to Plaintiff and class members upon their

1 discharge;

- 2 g. Whether Defendants failed to timely pay overtime wages, minimum wages, and
3 meal and rest period premiums to Plaintiff and class members during their
4 employment;
- 5 h. Whether Defendants failed to reimburse Plaintiff and class members for necessary
6 business expenditures, losses incurred by them in direct consequence of the
7 discharge of their duties or obedience to the directions of the employer;
- 8 i. Whether Defendants engaged in unlawful and unfair business practices in violation
9 of California Business & Professions Code sections 17200, *et seq.*; and,
- 10 j. The appropriate amount of damages, restitution, or monetary penalties resulting
11 from Defendants' violations of California law.

12 36. **Typicality:** Plaintiff's claims are typical of the claims of the Class he seeks to
13 represent. As set forth herein, Defendants' common course of conduct causes Plaintiff and similarly
14 situated persons employed by Defendants the same or similar injuries and damages. Plaintiff's claims
15 are thereby representative of and co-extensive with the claims of the Class.

16 37. **Adequacy:** Plaintiff will fairly and adequately represent the interests of all members
17 of the Class he seeks to represent. Plaintiff is members of the Class he seeks to represent, does not
18 have any conflicts of interest with the Class, will prosecute the case vigorously on behalf of the Class,
19 and has already devoted time and resources to the initial investigation of these claims. Plaintiff's
20 attorney is competent and experienced in litigating employment actions, including wage and hour
21 class actions.

22 38. **Superiority of Class Action:** A class action is superior to other available methods for
23 the fair and efficient adjudication of this controversy. In particular, Plaintiff is informed and believes
24 that some Class Members may be unwilling to bring individual lawsuits for fear of retaliation by
25 Defendants. Because the damages suffered by certain individual members of the Class may be
26 relatively small, the expense and burden of individual litigation make it impracticable for Class
27 Members to pursue their claims separately. Each member of the Class has been damaged and is
28 entitled to recovery by reason of Defendants' illegal, fraudulent and unfair employment practices and

1 policies. Class action treatment will allow those similarly situated persons to litigate their claims in
2 the manner that is most efficient and economical for the parties and the judicial system. Class action
3 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
4 same manner for all members of the Class.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF**
7 **LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, and 1198**
8 **(AGAINST ALL DEFENDANTS)**

9 39. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
10 though fully set forth herein.

11 40. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1,
12 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
13 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
14 Compensable work time is defined by the applicable wage order as “the time during which an
15 employee is subject to the control of an employer, and includes all the time the employee is suffered
16 or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010 (2) (G).

17 41. Due to Defendants’ company-wide scheduling practices and policies, Plaintiff and
18 class members were forced to forego meal periods and/or have their meal periods interrupted by
19 work, and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines
20 and handle their workloads. Defendants did not pay minimum wages for meal periods Plaintiff and
21 class members worked through that qualified for overtime premium payment. Defendants did not
22 pay Plaintiff and class members for the time they continued to perform their duties during their meal
23 periods.

24 42. Defendants had no policy and/or practice for scheduling second meal periods for
25 employees or for authorizing and permitting Plaintiff and class members to take second 30-minute
26 meal periods on days they worked in excess of 10 hours in one day. As a result, Defendants did not
27 provide Plaintiff and class members with all second 30-minute meal periods to which they were
28 entitled.

1 43. Defendants did not pay at least minimum wages for all hours worked by Plaintiff and
2 class members. To the extent that these off-the-clock hours did not qualify for overtime premium
3 payment, Defendants did not pay at least minimum wages for those hours Plaintiff and class members
4 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
5 and 1198. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
6 class members for all of the hours they worked. Defendants' failure to pay Plaintiff and class
7 members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
8 1198.

9 44. Plaintiff would not get paid for any of the hours he worked over 45 hours per week,
10 even though he would often work 10-15 hours of overtime each week. Defendants would also
11 routinely take about 2.5 hours' worth of pay out of Plaintiff's paycheck weekly to pay for "business
12 expenses."

13 45. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are
14 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
15 interest thereon.

16 46. Defendants failure to pay the legal minimum wage to Plaintiff and the Class as alleged
17 herein is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff
18 and the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed,
19 including interest thereon.

20 47. Pursuant to Labor Code §1194, Plaintiff and the Class are entitled to an award of
21 reasonable attorneys' fees and costs incurred in this action.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME WAGE**

24 **IN VIOLATION OF LABOR CODE §§ 510 and 1198**

25 **(AGAINST ALL DEFENDANTS)**

26 48. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
27 though fully set forth herein.

28 49. Labor Code § 1198 makes it unlawful to employ an employee under conditions of

1 labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that
2 “the standard conditions of labor fixed by the commission shall be the . . . standard conditions of
3 labor for employees. The employment of any employee . . . under conditions of labor prohibited by
4 the order is unlawful.”

5 50. The applicable IWC Wage Order required Defendants to pay Plaintiff and class
6 members working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of
7 time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The
8 applicable IWC Wage Order further required Defendants to pay Plaintiff and class members working
9 more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and
10 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive
11 day of a work in a workweek.

12 51. At all relevant times, Defendants willfully failed to pay all overtime wages owed to
13 Plaintiff and class members. At all relevant times, Plaintiff and class members were not paid overtime
14 premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a
15 day, and/or in excess of 40 hours in a week.

16 52. At all relevant times herein, Defendants had, and continue to have, a company-wide
17 policy of failing to implement any policies to authorize and permit employees to take compliant meal
18 periods and, instead, engaged in a practice of discouraging and impeding employees from taking
19 meal periods by assigning them a heavy workload and understaffing their facilities.

20 53. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods
21 even though they are aware that employees are entitled to such meal periods. As a result of this
22 company-wide understaffing of its facilities and failure to schedule meal periods, Plaintiff and class
23 members were not always permitted and authorized to take uninterrupted 30-minute meal periods
24 during shifts to which they were entitled to receive a meal period. For example, Plaintiff regularly
25 worked through meal periods and had meal periods interrupted by supervisors and by work to meet
26 expected targets.

27 54. At all relevant times, Defendants had no policy for scheduling second meal periods
28 and no practice of permitting Plaintiff and class members to take second 30-minute meal periods.

1 As a result, on days that Plaintiff and class members worked in excess of 10 hours, they were not
2 provided with second 30-minute meal periods.

3 55. Defendants knew or should have known that, as a result of their policies and practices,
4 Plaintiff and class members were performing some of their assigned duties off-the-clock and/or
5 during unpaid meal periods, and were suffered or permitted to perform work for which they were
6 not paid. Because Plaintiff and class members worked shifts in excess of 8 hours a day or more and
7 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay.
8 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours
9 they actually worked. To the extent Plaintiff and class members worked shifts in excess of 12 hours
10 a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff and
11 class members were not paid double time wages for all overtime hours they actually worked.

12 56. Plaintiff would not get paid for any of the hours he worked over 45 hours per week.
13 Defendants would only pay up to 5 hours of overtime per week, even though Plaintiff would often
14 work 10-15 hours of overtime each week. When Plaintiff was making \$19 per hour, he would only
15 be paid \$27 per hour for overtime, until he received a raise on May 29, 2022.

16 57. Defendants' failure to pay Plaintiff and class members the balance of overtime
17 compensation, as required by California law, violates the provisions of California Labor Code §§
18 510 and 1198. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled
19 to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

20 58. Labor Code §558 (a) requires that any person acting on behalf of an employer who
21 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
22 underpaid employee for each pay period in which the employee was underpaid in addition to an
23 amount sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent
24 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each
25 underpaid employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover the underpaid wages.

27 59. In addition to the above withheld overtime wages, Plaintiff and the Class are entitled
28 to civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated

1 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this
2 complaint, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants
3 are penalized \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven
4 at trial.

5 **THIRD CAUSE OF ACTION**
6 **FAILURE TO PROVIDE MEAL PERIODS**
7 **LABOR CODE §§ 226.7, 512 (a) and 1198**
8 **(AGAINST ALL DEFENDANTS)**

9 60. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
10 though fully set forth herein.

11 61. “An employer shall not employ an employee for a work period of more than five hours
12 per day without providing the employee with a meal period of not less than 30 minutes, except that if
13 the total work period per day of the employee is no more than six hours, the meal period may be
14 waived by mutual consent of both the employer and employee. An employer shall not employ an
15 employee for a work period of more than 10 hours per day without providing the employee with a
16 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
17 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
18 only if the first meal period was not waived.” Labor Code § 512; IWC Wage Order Nos. 1–2001 to
19 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal
20 Code Regs § 11170, § 9.

21 62. At all relevant times herein, Labor Code §§ 226.7 and 512 (a), 1198 and the applicable
22 IWC Wage Order also require employers to provide a second meal break of not less than 30 minutes
23 if an employee works over 10 hours per day or to pay an employee one additional hour of pay at the
24 employee’s regular rate, except that if the total hours worked is no more than 12 hours, the second
25 meal period may be waived by mutual consent of the employer and the employee only if the first
26 meal period was not waived.

27 63. “An employer shall not require an employee to work during a meal ... period mandated
28 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare

1 Commission If an employer fails to provide an employee a meal ... period in accordance with a
2 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
3 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
4 hour of pay at the employee's regular rate of compensation for each workday that the meal ... period
5 is not provided.” Lab. Code § 226.7 (b) & (c).

6 64. At all relevant times, Plaintiff and the Class regularly worked more than five hours per
7 day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

8 65. At all relevant times herein, Defendants had, and continue to have, a company-wide
9 policy and/or practice of understaffing their locations while simultaneously assigning demanding
10 workloads, which had the combined effect of preventing Plaintiff and class members from taking all
11 timely, uninterrupted meal periods to which they were entitled. Additionally, Defendants had no
12 policy and/or practice of scheduling meal periods for Plaintiff and class members. As a result of
13 Defendants’ policies and/or practices, Plaintiff and class members had to work through some or all
14 of their meal periods, have their meal periods interrupted to return to work, and/or wait extended
15 periods of time before taking meal periods.

16 66. Defendants did not provide Plaintiff and class members with second 30-minute meal
17 periods on days that they worked in excess of 10 hours in one day. Plaintiff worked 10 or more hour
18 shifts and, at times, up to 12 or more hours in a shift without being permitted or authorized to take a
19 second 30-minute meal period.

20 67. Almost everyday, Plaintiff did not have time to take a meal period. His supervisor
21 would come over to him, and tell him to hurry up on his break because there was a customer waiting.
22 Most of the time, Plaintiff would only take a 5-10 minute meal period.

23 68. Plaintiff is also informed and believes that Defendants engaged in a systematic,
24 company-wide practice and/or policy of not paying meal period premiums for Plaintiff and class
25 members, regardless of whether they were able to take a compliant meal break, in violation of the
26 applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants
27 failed to provide Plaintiff and class members compliant meal periods in violation of California Labor
28 Code sections 226.7 and 512 and failed to pay the full meal period premiums due.

1 69. As alleged herein, Plaintiff and the Class are not exempt from the meal period
2 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.
3 Consequently, Defendants' conduct violates the applicable IWC Wage Order, and California Labor
4 Code §§ 226.7, 512 (a), and 1198. Plaintiff and class members are therefore entitled to recover from
5 Defendants one additional hour of pay at the employee's regular rate of compensation for each work
6 day that the meal period was not provided, plus interest thereon and costs of suit in an amount subject
7 to proof at trial.

8
9
10 **FOURTH CAUSE OF ACTION**
11 **FAILURE TO PROVIDE REST PERIODS**
12 **LABOR CODE §§ 226.7 and 1198**
13 **(AGAINST ALL DEFENDANTS)**

14 70. Employees must be given 10-minute net rest periods for every 4 hours of work, to be
15 taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be
16 provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to
17 one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6
18 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker*
19 *Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1–2001 to 16–
20 2001, §§11–12 (A); 8 Cal Code Regs §§11010-11160.

21 71. “An employer shall not require an employee to work during a rest ... period mandated
22 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
23 Commission If an employer fails to provide an employee a rest ... period in accordance with a
24 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
25 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
26 hour of pay at the employee's regular rate of compensation for each workday that the rest ... period
27 is not provided.” Lab. Code § 226.7 (b) & (c).

28 72. To comply with its obligation to provide rest periods under California Labor Code §

1 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how
2 employees spend their break time, and relieve their employees of all duties — including the
3 obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus*
4 *v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

5 73. Defendants’ company-wide policy and practice of understaffing while simultaneously
6 assigning demanding workloads, prevented Plaintiff and class members from being relieved of all
7 duty in order to take compliant rest periods.

8 74. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,
9 Plaintiff and class members missed their rest breaks, would be required to take them late, or would
10 have their rest breaks interrupted. Plaintiff and class members were prevented from being relieved
11 of all duty in order to take compliant rest periods and instead would be required to continue working.

12 75. Plaintiff and class members worked shifts in excess of 3 ½ hours, in excess of 6 hours,
13 and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
14 were entitled.

15 76. Plaintiff was almost never able to take a 10-minute uninterrupted rest break for every
16 four hours worked.

17 77. Defendants have also engaged in a systematic, company-wide practice and/or policy
18 of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus,
19 Defendants denied Plaintiff and class members rest periods and failed to pay them rest period
20 premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

21 78. As alleged herein, Plaintiff and the Class are not exempt from the rest period
22 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.

23 79. Defendants’ conduct violates the applicable IWC Wage Order and California Labor
24 Code §§ 226.7 and 1198. Plaintiff and class members are therefore entitled to recover from
25 Defendants one additional hour of pay at the employee’s regular rate of compensation for each work
26 day that the rest period was not authorized or permitted, plus interest thereon and costs of suit in an
27 amount subject to proof at trial.

28 **FIFTH CAUSE OF ACTION**

**FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES
IN VIOLATION OF LABOR CODE § 2802
(AGAINST ALL DEFENDANTS)**

80. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

81. An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

82. At all times relevant herein, Class Members have been required by Defendants to purchase tools, and in fact did purchase tools in order to perform their duties.

83. At all times relevant herein, Defendants have had a uniform practice and policy of paying their employees less than twice the minimum wage in contravention of the applicable IWC Wage Orders and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

84. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to indemnify the Class for the reasonable expenses they incurred in the course of performing their duties. Specifically, Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants have not reimbursed Class Members for the purchase of their tools.

85. Defendants had some basic tools at the worksite, however, the majority of the tools had to be supplied by the technicians. Plaintiff had purchased between \$14,000-\$15,000 worth of tools to perform his job duties with Defendants. Plaintiff used some tools that he owned prior to this position that he used to perform his job duties with Defendant. Those tools are worth approximately \$1,000. Plaintiff also owned a toolbox before acquiring this position that he used to perform his job duties, which cost approximately \$4,300.

86. As a result of the foregoing, all members of the Class are entitled to recover all sums incurred by them for the purchase of the tools that were necessary for the performance of their jobs and which they were required to purchase in an amount according to proof at trial.

87. As a result of the foregoing, Class members are further entitled to an award of interest

1 at the same rate as judgments in civil actions, accruing from the date on which they incurred the
2 necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by them
3 for enforcing the rights granted by Labor Code § 2802.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
6 **AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS**
7 **IN VIOLATION OF LABOR CODE §§ 226 1174 (d), and 1198**
8 **(AGAINST ALL DEFENDANTS)**

9 88. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
10 though fully set forth herein.

11 89. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
12 exempt employees with accurate itemized statements showing total hours worked, hourly wages,
13 gross wages, total deductions net wages earned and name of the employer. An employer who violates
14 these Code sections is liable to its employees for the greater of actual damages suffered by the
15 employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and
16 \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

17 90. "Every employer shall keep accurate information with respect to each employee
18 including the following: (1) Full name, home address, occupation and social security number ... (3)
19 Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage
20 Order 4-2001, section 7 (A) (1) & (3).

21 91. "Every person employing labor in this state shall: (c) Keep a record showing the names
22 and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in
23 the state or at the plants or establishments at which employees are employed, payroll records showing
24 the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
25 any applicable piece rate paid to, employees employed at the respective plants or establishments."
26 Lab. Code § 1174 (c) & (d).

27 92. "Any person employing labor who willfully fails to maintain the records required by
28 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of

1 Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500).” Cal. Lab. Code §
2 1174.5.

3 93. “A copy of the statement and the record of the deductions shall be kept on file by the
4 employer for at least three years at the place of employment or at a central location within the State
5 of California.” Cal. Lab. Code § 226 (a).

6 94. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
7 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
8 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a
9 natural person who is an owner, director, officer, or managing agent of the employer.

10 95. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff
11 and Subclass members with uniform, incomplete, and inaccurate wage statements.

12 96. Because Defendants failed to document and deducted time worked from Plaintiff’s
13 and Subclass members’ wage statements and employment records for meal periods they did not
14 actually receive, Defendants unlawfully deducted wages earned and meal period premiums that
15 should have been paid. Thus, Defendants did not furnish wage statements to Plaintiff and Subclass
16 members containing the correct amount of gross wages earned in violation of Labor Code § 226 (a)
17 (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
18 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
19 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

20 97. To the extent that Defendants paid any meal break premium and/or rest break premium
21 payments, Defendants failed to identify such payments on Plaintiff’s and Subclass members’ wage
22 statements and employment records, and Defendants otherwise failed to provide information on the
23 wage statements sufficient to identify how many premium payments were paid during each pay
24 period, the specific dates worked giving rise to the premium payments owed, or to determine whether
25 such premium payments adequately and/or accurately compensated Plaintiff and Subclass members
26 for any and all premiums owed.

27 98. California Labor Code § 1198 provides that the maximum hours of work and the
28 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the

1 applicable IWC Wage Orders. § 1198 further provides that “the employment of any employees for
2 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
3 unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time
4 records showing when the employee begins and ends each work period and meal period. At all
5 relevant times, Defendants failed, on a company-wide basis, to keep records of meal period start and
6 stop times for Plaintiff and Subclass members in violation of section 1198.

7 99. California Labor Code section 1174 (d) provides that “every person employing labor
8 in this state shall ... keep a record showing the names and addresses of all employees employed and
9 the ages of all minors” and “keep, at a central location in the state or at the plants or establishments
10 at which employees are employed, payroll records showing the hours worked daily by and the wages
11 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
12 employed at the respective plants or establishments...” At all relevant times, and in violation of
13 Labor Code § 1174 (d), Defendants willfully failed to maintain accurate payroll records for Plaintiff
14 and Subclass members showing the daily hours they worked and the wages paid thereto as a result
15 of failing to record the off-the-clock hours that they worked.

16 100. Defendants failed to furnish wage statements to Plaintiff and other class members
17 showing their gross wages earned, and all applicable hourly rates in effect during the pay period and
18 the corresponding number of hours worked at each hourly rate by the employee.

19 101. Plaintiff and Subclass members are entitled to recover from Defendants the greater of
20 their actual damages caused by Defendants’ failure to comply with California Labor Code § 226 (a),
21 or an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
22 attorneys’ fees and costs.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO TIMELY PAY WAGES**

25 **IN VIOLATION OF LABOR CODE § 204**

26 102. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
27 though fully set forth herein.

28 103. “All wages ... earned by any person in any employment are due and payable twice

1 during each calendar month, on days designated in advance by the employer as the regular paydays
2 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
3 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
4 the close of the payroll period.” Labor Code § 204.

5 104. “In addition to, and entirely independent and apart from, any other penalty provided
6 in this article, every person who fails to pay the wages of each employee as provided in Sections ...
7 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
8 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
9 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
10 amount unlawfully withheld.” Labor Code § 210.

11 105. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
12 and the Class by the seventh calendar day following the close of the payroll period. Indeed, as
13 discussed above, Plaintiff and the Class are owed wages for unpaid minimum wage, unpaid overtime,
14 meal periods, rest periods and unreimbursed business expenses. At no time during their employment
15 were these outstanding sums ever paid to them. Instead, these outstanding sums continued to
16 accumulate every pay period. Therefore, Plaintiff and the Class were not paid all wages earned by the
17 seventh calendar day following the close of their pay periods.

18 106. As a direct and proximate result of Defendants’ failure to timely pay wages, Plaintiff
19 and the Class are entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

20 **EIGHTH CAUSE OF ACTION**

21 **WILLFUL FAILURE TO PAY WAGES**

22 **IN VIOLATION OF LABOR CODE §§ 201-203**

23 107. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
24 though fully set forth herein.

25 108. “If an employer discharges an employee, the wages earned and unpaid at the time of
26 discharge are due and payable immediately.” Labor Code § 201.

27 109. “If an employee not having a written contract for a definite period quits his or her
28 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless

1 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
2 employee is entitled to his or her wages at the time of quitting.” Labor Code § 202.

3 110. “If an employer willfully fails to pay any wages of an employee who is discharged or
4 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
5 rate until paid or until an action therefor is commenced.” Labor Code § 203.

6 111. Plaintiff and the Class were not exempt from the requirements of Labor Code §§ 201-
7 203.

8 112. At no time since Plaintiff’s or the Class’s separation of employment did Defendants
9 pay them wait-time penalties as required by Labor Code § 203.

10 113. As a direct and proximate result of Defendants’ willful failure to pay Plaintiff’s and
11 the Class’s wages upon their separation of employment, Plaintiff and the Class incurred wait-time
12 penalties in an amount equal to their daily rate of pay over the period that the wages were not paid in
13 an amount subject to proof at trial.

14 **NINTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION IN VIOLATION OF**

16 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

17 **(AGAINST ALL DEFENDANTS)**

18 114. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
19 though fully set forth herein.

20 115. Defendants are a “person” as defined by California Business & Professions Code
21 sections 17201.

22 116. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful
23 and harmful to Plaintiff, the Class, aggrieved employees and to the general public. Plaintiff and the
24 Class have suffered injury in fact and have lost money as a result of Defendants’ unlawful business
25 practices. Plaintiff and the Class seek to enforce important rights affecting the public interest within
26 the meaning of Code of Civil Procedure section 1021.5.

27 117. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
28 predicated on the violation of any state or federal law.

1 118. The employment practices engaged in by Defendant as plead herein, including
2 violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair
3 business practices in violation of Business & Professions Code §§17200, et seq.

4 119. As a result of Defendants' unfair business practices, Defendants have reaped unfair
5 benefits and illegal profits at the expense of Plaintiff, the Class and members of the public.

6 120. Pursuant to California Business & Professions Code §§ 17200, et seq. Plaintiff and the
7 Class are entitled to restitution of the wages withheld and retained by Defendants during a period that
8 commences four years prior to the filing of this Complaint; a permanent injunction requiring
9 Defendants to pay all outstanding wages due to Plaintiff, the Class and aggrieved employees; and an
10 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
11 applicable laws; and an award of costs.

12 **TENTH CAUSE OF ACTION**
13 **CIVIL PENALTIES IN VIOLATION OF**
14 **LABOR CODE § 2699, ET SEQ.**
15 **(AGAINST ALL DEFENDANTS)**

16 121. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
17 though fully set forth herein.

18 122. Under Labor Code § 2698, et seq., Plaintiff, as a aggrieved employee, may bring an
19 action against defendants, on behalf of himself and other current or former employees, seeking civil
20 penalties for defendants' violations of the California Labor Code.

21 123. Plaintiff was a aggrieved employee within the meaning of Labor Code §2698, et seq.
22 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

23 124. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
24 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
25 for necessary business expenditures in violation of Labor Code § 2802, failing to pay minimum wages
26 in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in
27 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain
28 accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in

1 violation of §§ 226.7, 512 (a), and 1198, failing to provide rest periods in violation of Labor Code §§
2 226.7 and 1198, failure to timely pay wages in violation of Labor Code § 204 and willful failure to
3 pay wages in violation of Labor Code § 201-203.

4 125. On November 2, 2022, Plaintiff provided written notice by online filing with the Labor
5 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
6 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
7 violation, as required by Labor Code § 2699.3 (a) (1) (A).

8 126. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
9 Workforce Development Agency of its intent to pursue an action against Defendants.

10 127. As a direct and proximate result of Defendants' California Labor Code violations as
11 set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay
12 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
13 subsequent violation, pursuant to Labor Code § 2699 (f), for those Labor Code sections not expressly
14 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
15 expressly provide for a penalty.

16 128. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
17 recovered civil penalties.

18 **PRAYER FOR RELIEF**

19 Plaintiff and the Class pray for relief and judgment against Defendants as follows:

20 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
21 of \$25,000, exclusive of interest and costs.

22 **Class Certification**

- 23 2. That this case be certified as a class action;
24 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
25 4. That counsel for Plaintiff be appointed as class counsel.

26 **As to the First Cause of Action**

27 **(Unpaid Minimum Wages)**

- 28 5. That the Court adjudge, declare and decree that Defendants violated Labor Code §§

1 1182.12, 1194, 1197, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully
2 failing to pay minimum wages to Plaintiff and class members;

3 6. For payment of unpaid wages in an amount subject to proof;

4 7. For liquidated damages pursuant to Labor Code §1194.2 in an amount subject to proof,
5 plus interest;

6 8. For prejudgment interest at the legal rate from the date the obligation became due
7 through the date of judgment in this matter;

8 9. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
9 enforcement of the rights granted by Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 pursuant
10 to Labor Code § 1194 (a); and

11 10. For such other relief that the Court deems just and appropriate.

12 **As to the Second Cause of Action**

13 **(Unpaid Overtime)**

14 11. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
15 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
16 overtime wages to Plaintiff and class members;

17 12. For payment of unpaid overtime wages in an amount subject to proof;

18 13. For prejudgment interest at the legal rate from the date the obligation became due
19 through the date of judgment in this matter;

20 14. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
21 enforcement of the rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194
22 (a); and

23 15. For such other relief that the Court deems just and appropriate.

24 **As to the Third Cause of Action**

25 **(Failure to Provide Meal Periods)**

26 16. That the Court declare, adjudge, and decree that Defendants violated California Labor
27 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
28 failing to provide all meal periods to Plaintiff and class members;

1 losses and damages, according to proof;

2 32. For interest at the same rate as judgments in civil actions, accruing from the date on
3 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
4 2802;

5 33. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
6 enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

7 34. For such other relief that the Court deems just and appropriate.

8 **As to the Sixth Cause of Action**

9 **(Noncompliant Wage Statements and Payroll Records)**

10 35. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
11 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
12 compliant, accurate itemized wage statements to Plaintiff and class members and for failure to keep
13 accurate payroll records;

14 36. For consequential and incidental losses and damages according to proof;

15 37. For injunctive relief pursuant to Labor Code § 226 (h);

16 38. For statutory penalties pursuant to Labor Code § 226 (e);

17 39. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
18 enforcement of the rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

19 40. For such other relief that the Court deems just and appropriate.

20 **As to the Seventh Cause of Action**

21 **(Failure to Timely Pay Wages)**

22 41. That the Court declare, adjudge, and decree that Defendants violated California Labor
23 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
24 wages to Plaintiff and class members;

25 42. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
26 withheld from Plaintiff and class members;

27 43. For all actual, consequential, and incidental losses and damages, according to proof;

28 44. For pre-judgment interest on any unpaid wages from the date such amounts were due,

1 or as otherwise provided by law;

2 45. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
3 as otherwise provided by law; and

4 46. For such other relief that the Court deems just and appropriate.

5 **As to the Eighth Cause of Action**

6 **(Willful Failure to Pay Wages)**

7 47. That the Court declare, adjudge, and decree that Defendants violated California Labor
8 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
9 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff and class members
10 either upon discharge or within 72 hours of their resignation;

11 48. For wait time penalties pursuant to Labor Code § 203;

12 49. For all actual, consequential, and incidental losses and damages, according to proof;

13 50. For pre-judgment interest on any unpaid wages from the date such amounts were due,
14 or as otherwise provided by law;

15 51. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
16 as otherwise provided by law; and

17 52. For such other relief that the Court deems just and appropriate.

18 **As to the Ninth Cause of Action**

19 **(Unfair Competition)**

20 53. That the employment practices engaged in by Defendants as plead herein, including
21 violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business
22 practices in violation of Business & Professions Code §§17200, et seq.;

23 54. For restitution of unpaid wages to Plaintiff and all class members and prejudgment
24 interest from the day such amounts were due and payable;

25 55. For the appointment of a receiver to receive, manage and distribute any and all funds
26 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
27 of violations of California Business & Professions Code sections 17200, et seq.;

28 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California

1 Code of Civil Procedure § 1021.5; and

2 57. For such other and further relief as the Court deems just and appropriate.

3 **As to the Tenth Cause of Action**

4 **(Civil Penalties under the PAGA)**

5 58. That the Court declare, adjudge, and decree that Defendants violated all California
6 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
7 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

8 59. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
9 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
10 Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

11 60. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
12 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
13 plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197,
14 1197.1, 1198 and 2802;

15 61. For pre-judgment and post-judgment interest as provided by law; and

16 62. For such other and further relief as the Court deems just and appropriate.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff and the Class hereby demand a trial by jury on all issues.

19
20 **PIMENTEL LAW, P.C.**

21
22 Dated: January 9, 2023

23 By: 
Kelly M. Hatfield
Attorney for the Plaintiff