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on behalf of himself and all others similarly situated

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

JUAN ANTONIO ALONZO ALBANEZ, an
 Individual, on behalf of themselves and all
 others similarly situated,

Plaintiffs,

v.

HARDWOOD RESTAURANT HOLDINGS,
 LLC, a California Limited Liability Company
 dba MAPLE BLOCK MEAT CO.; and Does 1
 through 100, inclusive,

Defendants.

Case No. **22STCV39279**

CLASS ACTION COMPLAINT

1. Failure to Pay Minimum Wages (Cal. Lab. Code § 1194(a) and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code § 510, 1194(a), and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code § 226.7 and 512(a);
4. Failure to Authorize or Permit Rest Periods (Cal. Lab. Code § 226.7);
5. Failure to Timely Pay Final Wages (Cal. Lab. Code § 201-203);
6. Failure to Provide Adequate Pay Stubs (Cal. Lab. Code § 226(a);
7. Failure to Maintain Accurate Records (Cal. Lab Code §§ 1174, 1174.5);
8. Unfair Competition, Cal. Bus. & Prof. Code, § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1. Plaintiff JUAN ANTONIO ALONZO ALBANEZ (hereinafter “Plaintiff”), on behalf of himself and all others similarly situated, bring this action against Defendants HARDWOOD RESTAURANT HOLDINGS, LLC, a California Limited Liability Company dba MAPLE BLOCK MEAT CO and Does 1 through 100, inclusive (hereinafter, referred to collectively as “Defendants”) as follows:

PARTIES

2. Plaintiff JUAN ANTONIO ALONZO ALBANEZ, at all times relevant to this action, was a resident of Los Angeles County, California. Defendants employed Plaintiff and permitted Plaintiff to work and exercised control over Plaintiff's wages, hours, and working conditions.

3. Plaintiff is informed and believe, and based thereon allege, that Defendant HARDWOOD RESTAURANT HOLDINGS, LLC is a Limited Liability Company organized under the laws of the State of California. Defendant HARDWOOD RESTAURANT HOLDINGS, LLC at all times relevant herein, was and is conducting business in the state of California at 3973 Sepulveda Blvd, Culver City, CA 90230.

4. Plaintiff does not know the true names of Defendants Does 1 through 100, inclusive, and therefore sues them by those fictitious names. The names, capacities, and relationships of Defendants Does 1 through 100, inclusive, will be alleged by amendment to this Complaint when the same are known to Plaintiff.

5. Plaintiff is informed and believes and thereon alleges, that at all times mentioned in this Complaint, each Defendant was acting as the agent, employee, partner, co-conspirator or joint venturer of each of the remaining Defendants, and was acting in concert with each remaining Defendant in doing the things herein alleged, and, at all times, was acting within the course and scope of such agency, employment, partnership, joint venture, or concert of action.

6. Plaintiff is informed and believes and thereon alleges that at all relevant times each of the Defendants was the integrated enterprise, joint employer of Plaintiff and were engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for the conduct of them. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as employers, either directly or indirectly, and of the manner in which Defendants' business

1 was conducted.

2 7. Plaintiff is further informed and believes and thereon alleges that all Defendants acted
3 pursuant to and within the scope of the relationships alleged above, that all Defendants knew or should
4 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of
5 all other Defendants and that all Defendants acted pursuant to a conspiracy and agreement to do the things
6 alleged herein.

7 8. Plaintiff makes the allegations in this complaint without any admission that, as to any
8 particular allegation, Plaintiff bears the burden of pleading, proof, or persuasion, and Plaintiff reserves all
9 rights to plead in the alternative.

10 **JURISDICTION AND VENUE**

11 9. This class action is brought pursuant to California Code of Civil Procedure section 382.
12 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
13 Superior Court and will be established according to proof at trial. The amount in controversy for each
14 class representative, including claims for compensatory damages and pro rata share of attorneys' fees is
15 less than \$75,000.00. It is believed that the total sum owed to the Class alleged herein is less than
16 \$5,000,000.00, based upon the anticipated size of the Class and the amount in controversy for each
17 member of the Class.

18 10. Plaintiff JUAN ANTONIO ALONZO ALBANEZ at all times relevant herein was a
19 resident of the County of Los Angeles, California.

20 11. This Court has jurisdiction over the named Defendants, because, upon information and
21 belief, Defendant is either a citizen of California, has sufficient minimum contacts in California, or
22 otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction
23 over it by this Court consistent with traditional notions of fair play and substantial justice.

24 12. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the
25 named Defendant resides, transacts business, or has offices in this county, and the acts or omissions
26 alleged herein took place in Los Angeles County, California.

27 **GENERAL ALLEGATIONS**

28 13. Defendant HARDWOOD RESTAURANT HOLDINGS, LLC is in the restaurant and

1 catering industry operating and doing business as Maple Block Meat Co.

2 14. In or around October 2015, Defendants hired Plaintiff as a dish washer, a non-exempt
3 position whose primary duties were to prep, wash and clean silverware, plates, cooking utensils, pots,
4 pans, cups, etc.

5 15. Throughout Plaintiff's employment, Plaintiff and other non-exempt employees were
6 directed to work through meal and rest periods daily. On numerous occasions Plaintiff and other non-
7 exempt employees were denied uninterrupted meal periods. Regardless, Plaintiff and other non-exempt
8 employees had a meal period auto-deducted from their hours worked. Plaintiff and all other non-exempt
9 employees did not waive their meal periods.

10 16. Furthermore, at no point during Plaintiff's employment with Defendants were he and all
11 other non-exempt employees provided rest breaks despite employees working shifts that were scheduled
12 for no less than four (4) hours.

13 17. Plaintiff brought concern regarding his breaks and the auto-deduction from his hours
14 worked up to his General Manager, Rodolfo Suazo (hereinafter referred to as "Suazo"), and was informed
15 by Suazo that he would "look into it" but Defendants' illegal practices did not change.

16 18. Plaintiff's employment ended on or about June 24, 2022. Plaintiff and the non-exempt
17 employees were not provided with complete wage statements including all hours worked and applicable
18 rates and could not verify information such as hours for which they were being paid, regular rate of pay
19 and overtime rate of pay. Furthermore, Defendants did not pay all wages due to employees, including
20 Plaintiff when the employment relationship ended.

21 19. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant to
22 this action, Defendants implemented a series of willful, systematic, and deliberate policies and practices
23 that suppressed operating costs at the expense of employee rights set forth under the California Labor
24 Code and the Industrial Welfare Commission (hereinafter "IWC") Wage Orders.

25 20. Defendants' unlawful conduct includes, but is not limited to:

- 26 a. Failing to pay employees for all hours worked at either their regular rate of pay or
27 the applicable minimum wage;
- 28 b. Failing to pay mandatory overtime and/or double time wages;

- c. Failing to provide employees with mandatory meal periods;
- d. Failing to provide employees with mandatory rest breaks;
- e. Failing to pay one (1) hour of wages to employees who are not provided with legally compliant meal periods and rest breaks;
- f. Failing to provide employees with accurate and complete wage statements;
- g. Failing to maintain full, complete, and accurate payroll records, including an accurate accounting of meal periods and/or all hours worked;
- h. Failing to pay all wages owed at termination.

21. Plaintiff is informed and believes, and based thereon alleges, that, during the relevant period, Defendants' conduct resulted in systematic and class-wide violations of California Labor Code sections 201- 204, 226(a), 226.7, 510, 512, 1174(d), 1194(a), 1197, 1197.1, and 1198.

CLASS ALLEGATIONS

22. Plaintiff brings this action individually, as well as on behalf of each and all persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure Section 382.

23. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized under California law.

24. Plaintiff seeks to represent a class of all of Defendants' current and former non-exempt employees, who fall into any of the following sub-classes composed of and defined as follows:

(a) **Failure To Pay All Wages Earned (Flat Rate/Off The Clock) Sub-class:** All current and former non-exempt employees, who worked for Defendant in the State of California at any time during the period commencing four (4) years prior to the filing of this Complaint until the date Notice of Class Certification is mailed and were not compensated for all hours worked due to Defendant's policy and practice of auto-deducting a meal period from employees' recorded working hours;

(b) **Unpaid Wages (Minimum Wage) Sub-Class:** All current and former non-exempt employees who worked for Defendant in the State of California at any time during the period commencing four (4) years prior to the filing of this Complaint until the date Notice of Class Certification is mailed and were not paid at least the applicable minimum wage for all hours worked;

1 (c) **Unpaid Wages (Overtime/Double Time) Sub-class:** All current and former non-
2 exempt employees who worked for Defendants in the State of California at any time during the period
3 commencing four (4) years prior to the filing of this Complaint until the date Notice of Class Certification
4 is mailed and were not paid all overtime and/or double time wages earned at a regular rate of pay;

5 (d) **Meal Period Sub-class:** All current and former non-exempt employees who
6 worked for Defendant in the State of California at any time during the period commencing four (4) years
7 prior to the filing of this Complaint until the date Notice of Class Certification is mailed and were not
8 provided legally compliant initial meal periods for a work period of five (5) or more hours and/or
9 subsequent meal periods for a work period of ten (10) or more hours;

10 (e) **Rest Break Sub-class:** All current and former non-exempt employees who worked
11 for Defendant in the State of California at any time during the period commencing four (4) years prior to
12 the filing of this Complaint until the date Notice of Class Certification is mailed and were not authorized
13 and permitted to take all legally required rest breaks;

14 (f) **Wage Statement Sub-class:** All current and former non-exempt employees who
15 worked for Defendants in the State of California during the period commencing one (1) year prior to the
16 filing of this Complaint until the date Notice of Class Certification is mailed and were not furnished
17 accurate, itemized wage statements as required by California Labor Code section 226(a);

18 (g) **Waiting Time Sub-class:** All former non-exempt employees who worked for
19 Defendants in the State of California during the period commencing three (3) years prior to the filing of
20 this Complaint until the date Notice of class Certification is mailed and were not paid all wages owed at
21 the time of voluntary or involuntary separation from employment.

22 (h) **UCL Sub-class:** All current and former non-exempt employees, who worked for
23 Defendants in the State of California at any time during the period commencing four (4) years prior to the
24 filing of this Complaint until the date Notice of Class Certification is mailed and are entitled to restitution
25 for Defendants' unlawful business practices, including, but not limited to, failure to pay all wages earned,
26 failure to pay minimum wages, failure to pay overtime and/or double time wages, failure to provide lawful
27 meal periods, failure to authorize and permit lawful rest breaks, and failure to reimburse for all business
28 expenditures incurred by employees in direct consequence of the discharge of their duties.

1 25. The members of the proposed Class and Sub-classes, and each of them, are so numerous
2 that joinder of all members would be unfeasible and not practicable. The membership of the entire Class
3 is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50)
4 individuals and the identity of the class membership is readily ascertainable by inspection of
5 Defendants' payroll and personnel records.

6 26. Plaintiff has been, at all material times, a member of the Class and each Sub-Class.
7 Plaintiff is qualified to, and will, fairly and adequately represent the interests of each class member with
8 whom there is a shared, well-defined, community of interests. Plaintiff's claims are typical of all class
9 members' claims as they arise out of the same course of conduct and are predicated on the same
10 violations of law.

11 27. There are questions of law and fact as to the class and sub-classes which predominate
12 over questions affecting only individual members including, without limitation:

13 (i) Whether Defendant failed to pay Class Members for all hours worked at either their
14 regular rate of pay or the applicable minimum wage;

15 (j) Whether Defendants failed to pay Class Members all overtime and/or double time
16 wages owed under the California Labor Code and the California Industrial Welfare Commission's Wage
17 Orders, and all other applicable employment laws and regulations;

18 (k) Whether Defendants complied with wage reporting as required by the California
19 Labor Code, including, but not limited to, California Labor Code section 226(a);

20 (l) Whether Defendants paid Class Members all wages due upon termination;

21 (m) Whether Defendants' conduct was willful or reckless;

22 (n) Whether Defendants engaged in unfair business practices in violation of California
23 Business and Professions Code section 17200, et seq.; and

24 (o) The appropriate amount of damages, restitution, and/or monetary penalties
25 resulting from Defendants' violations of California law.

26 28. The Court should permit this action to be maintained as a class action pursuant to
27 California Code of Civil Procedure section 382, because:

28 (p) Questions of law and fact common to the Class predominate over any questions

1 affecting individual members;

2 (q) The Class Action mechanism is superior to any other available method for the fair
3 and efficient adjudication of the claims of the members of the Class;

4 (r) The members of the Class are so numerous that it is impractical to bring all
5 members of the Class before the Court;

6 (s) Plaintiff, and the other members of the Class, will not be able to obtain effective
7 and economic legal redress unless the action is maintained as a class action;

8 (t) There is a community of interest in obtaining appropriate legal and equitable relief
9 for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which
10 Defendants are responsible in an amount sufficient to adequately compensate the members of the Class
11 for the injuries sustained;

12 (u) Without Class Certification, the prosecution of separate actions by individual
13 members of the Class would create a risk of:

14 (i) Inconsistent or varying adjudications with respect to individual members of
15 the Class which would establish incompatible standards of conduct for Defendant; and/or

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

21 (v) Defendants have acted or refused to act on grounds generally applicable to the
22 Class, thereby making final injunctive relief appropriate with respect to the Class and each Sub-class as a
23 whole.

24 ***FIRST CAUSE OF ACTION***

25 *Failure to Pay Minimum Wages for All Hours of Work at the Legal Minimum Wage Rate in Violation of*

26 *Cal. Lab. Code §§ 1182.12, 1194, 1197 and the Applicable Wage Order*

27 *(On Behalf of Plaintiff and all others similarly situated against All Defendants)*

28 29. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set

forth in this Complaint.

30. From in or around October 2015 until his termination, Plaintiff worked as an hourly non-exempt employee for Defendants.

31. Pursuant to Labor Code sections 1182.12, 1194, 1197, and the applicable Wage Order, Plaintiff is entitled to receive wages for all hours worked, i.e., all time Plaintiff was subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time Plaintiff earned the wages.

32. Defendants' policies, practices, and/or procedures required Plaintiff to be engaged, suffered, or permitted to work without being paid wages for all of the time in which he was subject to Defendants' control.

33. Plaintiff worked more minutes per shift than Defendants credited him with having worked because, inter alia, he was required to work beyond his regularly scheduled shift. However, Plaintiff's timecards were manipulated to omit the time he spent working as directed by Defendants or waiting for inbound employees to relieve him of his duties.

34. Consequently, Plaintiff and all other aggrieved employees were subject to Defendants' control without being compensated any wages, in violation of Labor Code sections 1182.12, 1194, 1197, and the Wage Order.

35. As a result of Defendants' unlawful conduct, Plaintiff and all other aggrieved employees suffered damages in an amount subject to proof at trial.

36. Pursuant to California Labor Code sections 1194 and 1194.2, Plaintiff is entitled to recover unpaid minimum wages, interest thereon, liquidated damages in the amount of his unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages in Violation of

Cal. Lab. Code §§ 510, 1194, 1198 and the Applicable Wage Order

(On Behalf of Plaintiff and all others similarly situated against All Defendants)

37. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

1 38. From in or around October 2015 until his termination, Plaintiff worked as an hourly non-
2 exempt employee for Defendants, covered by California Labor Code sections 510 and 1194 and the
3 applicable Wage Order.

4 39. Pursuant to California Labor Code sections 510 and 1194 and the Wage Order, hourly,
5 non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight
6 (8) hours in a workday and/or forty (40) hours in a workweek.

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

8 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
9 workday and any work in excess of 40 hours in any one workweek and the first eight hours
10 worked on the seventh day of work in any one workweek shall be compensated at the rate
11 of no less than one and one-half times the regular rate of pay for an employee. Any work in
12 excess of 12 hours in one day shall be compensated at the rate of no less than twice the
13 regular rate of pay for an employee. In addition, any work in excess of eight hours on any
14 seventh day of a workweek shall be compensated at the rate of no less than twice the regular
15 rate of pay of an employee. Nothing in this section requires an employer to combine more
16 than one rate of overtime compensation in order to calculate the amount to be paid to an
17 employee for any hour of overtime work.

18 41. Further, California Labor Code section 1198 provides,

19 The maximum hours of work and the standard conditions of labor fixed by the commission
20 shall be the maximum hours of work and the standard conditions of labor for employees.
21 The employment of any employee for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.

23 42. Despite California law requiring employers to pay employees a higher rate of pay for all
24 hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on
25 the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiff for his
26 daily overtime hours worked.

27 43. In this case, Plaintiff worked more minutes per shift than Defendants credited him with
28 having worked because, inter alia, he was required to work beyond his regularly scheduled shift because
Defendants required Plaintiff to continue working while waiting for inbound employees who were
scheduled to relieve him of his duties. However, Plaintiff's timecards were manipulated to omit the time
he spent waiting for inbound employees.

1 44. To the extent that the foregoing uncompensated time occurred on workdays when Plaintiff
2 already worked eight (8) hours, in workweeks where Plaintiff already worked forty (40) hours, and/or
3 seven days in a workweek, the foregoing resulted in time in which Plaintiff was under the control of
4 Defendants, which constituted overtime hours, but not compensated at his overtime rate of pay in violation
5 of Labor Code sections 510, 1194, and 1198, and the Wage Order.

6 45. As a result of Defendants' unlawful conduct, Plaintiff and all other aggrieved employees
7 have suffered damages in an amount subject to proof at trial.

8 46. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover the full amount of his
9 unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

10 **THIRD CAUSE OF ACTION**

11 *Failure to Provide Meal Periods*

12 *Cal. Lab. Code §§ 512, 226.7 and the Applicable Wage Order*

13 *(On Behalf of Plaintiff and all others similarly situated against All Defendants)*

14 47. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
15 forth in this Complaint.

16 48. From in or around October 2015 until his termination, Plaintiff worked as an hourly, non-
17 exempt employee for Defendants, covered by Labor Code sections 512 and 226.7 and the applicable Wage
18 Order.

19 49. California law requires an employer to provide its employees an uninterrupted meal period
20 of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer
21 relinquishes control over the employee's activities no later than the end of the employee's fifth hour of
22 work and a second meal period no later than the employee's tenth hour of work. (Labor Code sections
23 226.7, 512; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004). If the employer requires
24 the employee to remain at the work site or facility during the meal period, the meal period must be paid.
25 This is true even where the employee is relieved of all work duties during the meal period. (*Bono*
26 *Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968). If the employee is not free to leave the work
27 premises or worksite during the meal period, even if the employee is relieved of all other duty during the
28 meal period, the employee is subject to the employer's control and the meal period is counted as time

1 worked.

2 50. If an employer fails to provide an employee a meal period in accordance with the law, the
3 employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each
4 workday that a legally required and compliant meal period was not provided. (Labor Code section 226.7).

5 51. Plaintiff and all other aggrieved employees worked shifts long enough to entitle them to
6 meal periods under California law. Nevertheless, Defendants failed to provide Plaintiff and all other
7 aggrieved employees with compliant, duty-free meal periods. Such practices but were not limited to
8 routinely interrupting Plaintiff's meal period to address kitchen concerns, cleaning equipment and/or to
9 perform miscellaneous cleaning tasks.

10 52. Similarly, Defendants also failed to pay premium wages to Plaintiff to compensate him for
11 each workday he did not receive all legally required and/or compliant meal periods.

12 53. As a result of Defendants' unlawful conduct, Plaintiff and all other aggrieved employees
13 have suffered damages in an amount subject to proof at trial.

14 54. Pursuant to Labor Code section 226.7 and the Wage Order, Defendants are liable to
15 Plaintiff for one (1) hour of additional pay at his regular rate of compensation for each workday that
16 Defendants did not provide all legally required and compliant meal periods plus pre-judgment interest.

17 ***FOURTH CAUSE OF ACTION***

18 *Failure to Authorize or Permit Rest Periods*

19 *Cal. Lab. Code § 226.7 and the Applicable Wage Order*

20 *(On Behalf of Plaintiff and all others similarly situated against All Defendants)*

21 55. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
22 forth in this Complaint.

23 56. From in or around October 2015 until his termination, Plaintiff worked as an hourly, non-
24 exempt employee for Defendants, covered by Labor Code section 226.7 and the applicable Wage Order.

25 57. California law requires that "[e]very employer shall authorize and permit all employees to
26 take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized
27 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
28 per four (4) hours or major fraction thereof...." Wage Order 4, §12. Employees are entitled to 10 minutes

1 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
2 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant*
3 *Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest
4 period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest
5 periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods
6 employers must relieve employees of all duties and relinquish control over how employees spend their
7 time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable
8 provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s
9 regular rate of compensation for each work day that the rest period is not provided.” Wage Order 4, §12;
10 Labor Code §226.7.

11 58. In this case, Plaintiff and all other aggrieved employees regularly worked shifts of more
12 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed practices that failed to authorize
13 and/or permit Plaintiff and all other aggrieved employees to receive all legally required and compliant rest
14 periods. Such practices but were not limited to routinely interrupting Plaintiff’s meal period to address
15 kitchen concerns, cleaning equipment and/or to perform miscellaneous cleaning tasks.

16 59. Similarly, Defendants failed to pay Plaintiff one (1) hour of pay at his regular rate of pay
17 for each workday he did not receive all legally required and/or legally compliant rest periods.

18 60. As a result of Defendants’ unlawful conduct, Plaintiff and all other aggrieved employees
19 have suffered damages in an amount subject to proof at trial.

20 61. Pursuant to Labor Code section 226.7 and the applicable Wage Order Defendants are liable
21 to Plaintiff for one (1) hour of additional pay at the regular rate of compensation for each workday that
22 Defendants did not provide all legally required and/or legally compliant rest periods plus pre-judgment
23 interest.

24 ***FIFTH CAUSE OF ACTION***

25 ***Failure to Timely Pay Final Wages/Continuing Wages***

26 ***Cal. Lab. Code §§ 201 and 203***

27 ***(On Behalf of Plaintiff and all others similarly situated against All Defendants)***

28 62. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set

1 forth in this Complaint.

2 63. Labor Code section 201 provides, in pertinent part: "[i]f an employer discharges an
3 employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Cal.
4 Lab. Code § 201(a).

5 64. Labor Code section 203(a) provides in pertinent part:

6 If an employer willfully fails to pay, without abatement or reduction, in
7 accordance with [s]ections 201 . . . [or] 202, . . . any wages of an employee
8 who is discharged or who quits, the wages of the employee shall continue
9 as a penalty from the due date thereof at the same rate until paid or until an
 action therefor is commenced; but the wages shall not continue for more
 than 30 days.

10 *Id.* § 203(a).

11 65. As a result of Defendants' conduct, Plaintiff and all other aggrieved employees have
12 suffered damages in an amount, subject to proof at trial, to the extent they were not paid for all wages
13 earned prior to termination.

14 66. Pursuant to California Labor Code section 201, Plaintiff was entitled upon termination to
15 timely payment of all wages earned and unpaid prior to termination. Discharged employees are entitled to
16 payment of all wages earned and unpaid prior to discharge immediately upon termination.

17 67. As detailed above, in violation of California law, Defendants have knowingly and willfully
18 refused to perform their obligations to compensate Plaintiff and all other aggrieved employees for all
19 wages earned and all hours worked.

20 68. Defendants have terminated the employment of Plaintiff, yet he is still owed compensation
21 for all wages earned and all hours worked. Accordingly, Plaintiff is entitled to the continuing wages set
22 forth in section 203.

23 69. Pursuant to Labor Code section 203, Plaintiff is entitled to continuing wages for up to thirty
24 days, restitution and damages according to proof, interest thereon, civil penalties, attorneys' fees, and
25 costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 *Failure to Provide Adequate Pay Stubs*

3 *Cal. Lab. Code § 226*

4 *(On Behalf of Plaintiff and all others similarly situated against All Defendants)*

5 70. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
6 forth in this Complaint.

7 71. Defendants employed Plaintiff but failed to provide him with the data required by section
8 226(a) of the Labor Code.

9 72. Specifically, Labor Code section 226(a) provides:

10 [Every] employer [shall], semimonthly or at the time of each payment of
11 wages...furnish to his or her employees, either as a detachable part of the
12 check, draft, or voucher paying the employee's wages, or separately when
13 wages are paid by personal check or cash, an accurate itemized statement in
14 writing showing (1) gross wages earned, (2) total hours worked by the
15 employee, except for any employee whose compensation is solely based on
16 a salary and who is exempt from payment of overtime under subdivision (a)
17 of [s]ection 515 or any applicable order of the Industrial Welfare
18 Commission, (3) the number of piece-rate units earned and any applicable
19 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
20 provided that all deductions made on written orders of the employee may
21 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
22 dates of the period for which the employee is paid, (7) the name of the
23 employee and only the last four digits of his or her social security number
24 or an employee identification number other than a social security number,
25 (8) the name and address of the legal entity that is the employer ... , and (9)
26 all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate by the employee
28

Cal. Lab. Code § 226(a).

73. Labor Code section 226(e)(1) goes on to state:

An employee suffering injury as a result of a knowing and intentional failure
by an employer to comply with subdivision (a) is entitled to recover the
greater of all actual damages or fifty dollars (\$50) for the initial pay period
in which a violation occurs and one hundred dollars (\$100) per employee
for each violation in a subsequent pay period, not to exceed an aggregate
penalty of four thousand dollars (\$4,000), and is entitled to an award of
costs and reasonable attorney's fees.

1 *Id.* § 226(e)(1). As to "injury," section 226 provides:

2 An employee is deemed to suffer injury . . . if the employer fails to provide
3 accurate and complete information as required by any one or more items (1)
4 to (9), inclusive, of subdivision (a) and the employer cannot promptly and
easily determine from the wage statement alone one or more of the
following:

5 (i) The amount of the gross wages or net wages paid to the
6 employee during the pay period ...

7 *Id.* § 226(e)(2)(B). As also set forth in section 226, the term "'promptly and easily determine' means a
8 reasonable person would be able to readily ascertain the information without reference to other documents
9 or information." *Id.* § 226(e)(2)(C).

10 74. Wage statements issued to Plaintiff did not list all hours worked and applicable rates.
11 Plaintiff and all other aggrieved employees were harmed by being unable to verify such mandatory
12 information as the hours for which they were being paid, regular rate of pay and overtime rate of pay.
13 Because a reasonable person necessarily would need to refer to extrinsic documents or information to
14 determine this information, Plaintiff suffered injury under Labor Code section 226(a).

15 75. Accordingly, because Defendants failed to provide the information required by Labor Code
16 section 226, Defendants are liable to Plaintiff for statutory damages, attorneys' fees and costs.

17 ***SEVENTH CAUSE OF ACTION***

18 *Failure to Maintain Accurate Records*

19 *Cal. Lab Code §§ 1174, 1174.5*

20 *(On Behalf of Plaintiff and all others similarly situated against All Defendants)*

21 76. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
22 forth in this Complaint.

23 77. Labor Code section 1174 provides:

24 Every person employing labor in this state shall:

25 (d) Keep, at a central location in the state or at the plants or
26 establishments at which employees are employed, payroll records showing
27 the hours worked daily by and the wages paid to, and the number of piece-
rate units earned by and any applicable piece rate paid to, employees
28 employed at the respective plants or establishments...
Cal. Lab. Code § 1174 (emphasis supplied)

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2 78. Cal. Lab. Code § 1174.5 provides:

3 Any person employing labor who willfully fails to maintain ... accurate and
4 complete records required by subdivision (d) of Section 1174 ... shall be
5 subject to a civil penalty of five hundred dollars (\$500).

6 79. Defendants failed to comply with Cal. Lab. Code § 1174 by failing to maintain accurate
7 records with respect to hours worked and wages paid for Plaintiff.

8 80. Accordingly, Defendants are liable to Plaintiff for statutory damages and costs.

9 ***EIGHTH CAUSE OF ACTION***

10 *Unfair Competition*

11 *Cal. Bus. & Prof. Code § 17200 et seq.*

12 *(On Behalf of Plaintiff and all others similarly situated against All Defendants)*

13 81. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
14 forth in this Complaint.

15 82. As alleged above, Defendants have failed to provide Plaintiff and all aggrieved employees
16 all required meal and rest breaks, have failed to pay the required pay premiums for Plaintiff's missed
17 breaks, failed to pay minimum wages, failed to pay overtime wages and have failed to pay all wages due
18 upon termination.

19 83. On information and belief, by violating the provisions of the Labor Code and Wage Orders,
20 Defendants have gained a competitive advantage and unfairly injured competitors in violation of Cal. Bus.
21 & Prof. Code § 17203.

22 84. The victims of these unfair and illegal business practices include, but are not limited to
23 Plaintiff, Defendants' other employees, competing businesses, and the general public. Plaintiff is
24 informed and believes, and based thereon alleges, Defendants performed the above-mentioned acts with
25 the intent of gaining an unfair competitive advantage.

26 85. The identity of the precise persons to whom restitution should be made is a matter that can
27 be ascertained from Defendants' records, which they are required to keep and maintain.

28 86. Plaintiff's efforts in securing the requested relief will result "in the enforcement of an

important right affecting the public interest," as "a significant benefit, whether pecuniary or nonpecuniary, [will] be[] conferred on . . . a large class of persons." Cal. Civ. Proc. Code § 1021.5. Because "the necessity and financial burden of private enforcement . . . are such as to make [an attorney's fees] award appropriate, and [because attorney's fees] should not in the interest of justice be paid out of the recover, if any," Plaintiff requests an award of reasonable attorneys' fees pursuant to section 1021.5 of the California Code of Civil Procedure. *Id.*

87. Pursuant to Business and Professions Code section 17203, Plaintiff requests restitution and disgorgement of wages and premiums wrongfully retained by Defendants in violation of Business and Professions Code sections 17200 *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

1. For an award of compensatory damages, including without limitation unpaid wages, lost wages, earnings, benefits, and other compensation, according to proof, as well as damages for emotional distress and pain and suffering, according to proof as allowed by law;
2. For liquidated damages;
3. For premiums pursuant to California Labor Code section 226.7(c);
4. For civil penalties including those pursuant to California Labor Code section 1197.1(a)(1–2) and section 558;
5. For statutory penalties including those pursuant to California Labor Code section 203 and section 226(e);
6. Equitable relief including, but not limited to, reinstatement;
7. For an award of punitive damages as allowed by law;
8. For a declaratory judgment that Defendant has violated California public policy;
9. For an award of prejudgment and post-judgment interest;
10. For an award of reasonable attorneys' fees;
11. For statutory fees and/or penalties;
12. For all costs of suit; and
13. For an award of any other and further legal and equitable relief as the Court deems just and

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Dated: December 19, 2022

Respectfully submitted,
BARKHORDARIAN LAW FIRM, PLC

 /s/ Heather K. Cox
Gregory P. Wong, Esq.
Heather K. Cox, Esq.
*Attorneys for Plaintiff on behalf of himself and all
others similarly situated*