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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff
Angel Vera on behalf of himself
And all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANGEL VERA, an Individual,

Plaintiff,

vs.

LAUREL HARDWARE, INC., a
California Corporation; IS BUSINESS
SERVICES, INC., A Georgia Limited
Liability Corporation; VENSURE HR, an
Arizona Corporation, and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 23STCV15421

CLASS ACTION COMPLAINT FOR:

- 1) Violation of Labor Code Sections 1194(a) and 1197 (Minimum Wage);**
- 2) Violation of Labor Code Sections 510, 1194(a), and 1198 (Overtime);**
- 3) Violation of Labor Code Sections 226.7 and 512(a) (Meal Period);**
- 4) Violation of Labor Code Section 226.7 (Rest Break);**
- 5) Violation of Labor Code Section 226 (Wage Statement);**
- 6) Violation of Labor Code Section 1174(d) (Recordkeeping);**
- 7) Violation of Labor Code Sections 201-203 (Waiting Time)**
- 8) Violation of Business and Professions Code Section 1720, et seq. (Unfair Business Practice.**

DEMAND FOR JURY TRIAL

1 Plaintiff Angel Vera (hereinafter “Plaintiff” or “VERA”), on behalf of himself and all
2 other persons similarly situated who worked as non-exempt employees at the Laurel Hardware
3 restaurant at any time since four years prior to the filing of this Action (referred to herein as the
4 “Class Members”), alleges, and states as follows:

5 **PARTIES**

6 1. Plaintiff ANGEL VERA, at all times relevant herein, was, and is, an individual
7 residing in the City of South Gate, County of Los Angeles, State of California.

8 2. Defendant LAUREL HARDWARE, INC., a California Corporation (“referred as
9 “LAUREL”) is a corporation with their primary place of business in West Hollywood, California.

10 3. Defendant IS BUSINESS SERVICES, LLC (“IBS”) is a Georgia Limited Liability
11 Corporation with Principal Office in Chandler, Arizona. IBS is registered to do business in the
12 State of California and has been assigned Entity No. 201712110396 by the State of California,
13 Office of the Secretary of State.

14 4. Defendant VENSURE HR, INC. (“VENSURE”) is an Arizona Corporation with
15 Principal Office located at 2600 W. Geronimo, Pl, Suite 100, Chandler, Arizona 85224.
16 VENSURE is registered to do business in the State of California and has been assigned Entity No.
17 3440602 by the State of California, Office of the Secretary of State.

18 5. Plaintiff is ignorant of the true names and capacities, whether individual,
19 corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1
20 through 100, inclusive, and for that reason sues said Defendants, and each of them, by such
21 fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the
22 Defendants Does 1 through 100, inclusive, is and was in some manner responsible for,
23 participated in, or contributed to the matters and things of which Plaintiff complains herein, and in
24 some fashion, has legal responsibility, therefore. When Plaintiff ascertains the names and
25 capacities of the fictitiously named Defendants Does 1 through 100, inclusive, Plaintiff will seek
26 leave to amend this Complaint to set forth such facts.

27 6. Plaintiff is informed, believes, and there upon alleges that each Defendants is, and
28 at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the

1 acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with
2 the knowledge, permission, and consent of his, her, or its co-Defendants.

3 7. Defendants LAUREL, IBS, VENSURE and Does 1 through 100 hereinafter shall
4 be referred to collectively as “Defendants.” To the extent the term “Defendants” encompasses IBS
5 and VENSURE, it does so only in reference to employees who worked at the Laurel Hardware
6 restaurant in West Hollywood, California (the “Restaurant”).

7 **JURISDICTION AND VENUE**

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

15 9. This Court has jurisdiction over this action and the matters alleged herein pursuant
16 to the grant of original jurisdiction set forth in Article VI, Section 10 of the California
17 Constitution. The statutes under which this action is brought do not specify any other basis for
18 jurisdiction.

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

24 11. Venue is proper in this Court, because, upon information and belief, the named
25 Defendant resides, transacts business, or has offices in this county, and the acts or omissions
26 alleged herein took place in this county.

27 12. Plaintiff hereby demands a trial by jury.
28

FACTS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff is informed and believes, and based thereon alleges, that Defendant LAUREL is engaged in the business of operating a restaurant and bar located at 7984 Santa Monica Blvd., West Hollywood, CA 90046. Plaintiff is informed and believes, and based thereon alleges, that Defendants VENSURE and IBS were contracted by Defendant LAUREL to provide services as a Professional Employer Organization and, in that capacity, jointly participated in, determined, and administered all employment policies and practices at the Lauren Hardware restaurant including, but not limited to the wage and hour policies and practices that form the gravamen of this action.

14. Plaintiff was hired by Defendants on or about March 3, 2021, as a busser - a non-exempt hourly position that is considered part of the “front of house” staff. Plaintiff was a dedicated and extremely devoted and hard-working employee. Plaintiff would routinely arrive early to work and leave late and on occasion, he would work double-shifts. His job primarily consisted of cleaning the dining area, picking up used dishes, cleaning the tables, and getting the settings ready for dinner or brunch.

15. During all times relevant to this action, Defendants maintained uniform timekeeping, scheduling, and payroll processes and procedures for all of its bussers and other non-exempt positions. Plaintiff is informed and believes, and based thereon alleges, that Defendants also maintained uniform work rules and procedures for all of its bussers and other non-exempt employees in both the “front of house” and “back of house” divisions.

16. At all times relevant to this action, Defendants did not pay their non-exempt employees the appropriate overtime premium rate including for hours worked over twelve (12) hours in one day.

17. Plaintiff is informed and believes, and based thereon alleges that, due to the demands of the Restaurant, he and the other Class Members were not provided with legally mandated meal periods and were not suffered and permitted to take all mandated rest breaks.

18. Further, Plaintiff is informed and believes, and based thereon alleges, Defendants did not provide Plaintiff and the Class Members with a second meal period of not less than 30

1 minutes for each work period of more than ten hours per day and failed to compensate employees
2 one additional hour of pay at the Plaintiff's and employees' regular rate of compensation for each
3 workday that a meal period was not provided. Further, Plaintiff and the Class Members would
4 receive their meal periods late including receiving their first meal period late when working two
5 shifts in a row.

6 19. Plaintiff is informed and believes, and based thereon alleges that Defendants
7 implement "one-way rounding" of meal periods. If an employee spends more than 30 minutes on
8 an unpaid meal period, Defendants record the exact time spent on the meal period and deduct that
9 amount of time from the wages owed for that shift. However, Defendants assume and
10 automatically deduct no less than thirty minutes from each shift worked by Plaintiff and the Class
11 Members. So, for example, if an employee cuts their lunch short – be it for voluntary or
12 involuntary reasons – and only takes a twenty (20) minute meal period, Defendants' timekeeping
13 system still records a full thirty (30) minute meal period for the employee and 0.50 hours of time
14 is deducted from the wages paid to the employee.

15 20. Defendants' one-way rounding and automatic deduction practices result in
16 violations of the following wage and hour requirements:

17 • **Failure to pay minimum wage (Labor Code section 1194):** Plaintiff and
18 other Class Members who have more time deducted from their wages than was actually
19 spent on break do not receive any compensation for the time that was inaccurately
20 deducted from their wages (the "Auto-Deduct Shortfall"). This results in a failure to pay
21 at least the applicable minimum wage for all wages lost as a result of the Auto-deduct
22 Shortfall.

23 • **Failure to pay overtime (Labor Code section 510):** Plaintiff and the
24 other Class Members who did not take a full thirty (30) minute meal period and worked
25 shifts of longer than eight (8) hours did not receive overtime premium pay for the Auto-
26 Deduct Shortfall.

27 • **Failure to pay wages at termination (Labor Code section 201-204):**
28 Plaintiff and the other Class Members whose employment was voluntarily or involuntarily

1 terminated during the relevant time period were not paid wages lost as a result of the
2 Auto-Deduct Shortfall, resulting in liability for waiting time penalties.

3 • **Inaccurate wage statements (Labor Code section 226):** Plaintiff and the
4 other Class Members received inaccurate and incomplete wage statements that did not
5 correctly state the hours worked and wages earned, as a result of the Auto-Deduct
6 Shortfall.

7 • **Failure to Pay Meal Period Premiums (Labor Code sections 226.7 and**
8 **512(a)):** Plaintiff is informed and believes, and based thereon alleges, that Defendants'
9 practice of rounding all short meal periods up to thirty (30) minutes masked all
10 occurrences of employees receiving a short meal period. As a result, employees who did
11 not get a full thirty (30) minute duty free meal period were not paid meal period premiums
12 owed to them.

13 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants did
14 not pay all wages due to Plaintiff and other Class Members at termination according to the
15 requirements of Labor Code sections 201-203.

16 22. Plaintiff is informed and believes, and based thereon alleges that Defendants did
17 not record or maintain physical or electronic records of the hours worked and/or meal periods
18 taken by Plaintiff and the Class Members. This policy and practice violates Labor Code section
19 1174(d).

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

25 24. 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
27 pay or the applicable minimum wage;

28 (b) Failing to pay mandatory overtime and/or double time wages;

- 1 (c) Failing to provide employees with mandatory meal periods;
2 (d) Failing to provide employees with mandatory rest breaks;
3 (e) Failing to pay one (1) hour of wages to employees who are not provided
4 with legally compliant meal periods and rest breaks;
5 (f) Failing to compensate class members with ten (10) minutes of pay for each
6 rest break owed;
7 (g) Failing to provide employees with accurate and complete wage statements;
8 (h) Failing to pay all wages owed at termination; and
9 (i) Failing to maintain full, complete, and accurate payroll records, including
10 an accurate accounting of meal periods and/or all hours worked.

11 25. Plaintiff is informed and believes, and based thereon alleges that, during the
12 relevant period, Defendants' conduct resulted in systematic and class-wide violations of
13 California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194,
14 1197, and 1198.

15 **CLASS ALLEGATIONS**

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

19 27. All claims alleged herein arise under California law for which Plaintiff seeks relief
20 authorized under California law.

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

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

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

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

12 (d) **Rest Break Sub-class:** All current and former non-exempt employees who
13 worked for Defendants in the State of California at any time during the period commencing four
14 (4) years prior to the filing of this Complaint until the date Notice of Class Certification is mailed
15 and were not authorized and permitted to take all legally required rest breaks and/or were not
16 provided mandatory rest break premiums for each failure to pay mandatory rest break premiums
17 for each instance of Plaintiff and the Class Members not being authorized and permitted to take a
18 legally required rest break;

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

24 (f) **Waiting Time Sub-class:** All former non-exempt employees who worked
25 for Defendants in the State of California during the period commencing three (3) years prior to
26 the filing of this Complaint until the date Notice of Class Certification is mailed and were not paid
27 all wages due upon termination in violation of California Labor Code sections 201-203;

28 (g) **Failure to Maintain Payroll Records Sub-class:** All current and former

1 non-exempt employees who worked for Defendants in the State of California during the period
2 commencing one (1) year prior to the filing of this Complaint until the date Notice of Class
3 Certification is mailed and for whom Defendants did not maintain payroll records in accordance
4 with the requirements of California Labor Code section 1174;

5 (h) **UCL Sub-class:** All current and former non-exempt employees who
6 worked for Defendants in the State of California at any time during the period commencing four
7 (4) years prior to the filing of this Complaint until the date Notice of Class Certification is mailed
8 and are entitled to restitution for Defendant's unlawful business practices, including, but not
9 limited to, failure to pay all wages earned, failure to pay minimum wages, failure to pay overtime
10 and/or double time wages, failure to provide lawful meal periods, failure to authorize and permit
11 lawful rest breaks.

12 29. The members of the proposed Class and Sub-classes, and each of them, are so
13 numerous that joinder of all members would be unfeasible and not practicable. The membership
14 of the entire Class is unknown to Plaintiff at this time, however, the class is estimated to be
15 greater than one hundred (100) individuals and the identity of the class membership is readily
16 ascertainable by inspection of Defendants' payroll and personnel records.

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

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

24 (a) Whether Defendants failed to pay Class Members for all hours worked at
25 either their regular rate of pay or the applicable minimum wage;

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

1 (c) Whether Defendants engaged in one-way rounding of meal periods and
2 automatically deducted wages of no less than thirty minutes per each shift of more than five (5)
3 hours;

4 (d) Whether Defendants provided all mandatory meal periods owed to Plaintiff
5 and the Class Members and/or paid premiums for failure to provide meal periods;

6 (e) Whether Defendants authorized and permitted all mandatory rest breaks
7 owed to Plaintiff and the Class Members and/or paid premiums for failure to authorize and permit
8 meal periods;

9 (f) Whether Defendants complied with wage reporting as required by the
10 California Labor Code, including, but not limited to, California Labor Code section 1174(d);

11 (g) Whether Defendants failed to issue accurate and complete wage statements
12 to Plaintiff and the Class members;

13 (h) Whether Defendants paid all wages owed to Plaintiff and the Class
14 Members at the time of termination;

15 (i) Whether Defendants' conduct was willful or reckless;

16 (j) Whether Defendants engaged in unfair business practices in violation of
17 California Business and Professions Code section 17200, et seq.; and

18 (k) The appropriate amount of damages, restitution, and/or monetary penalties
19 resulting from Defendant's violations of California law.

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

22 (a) Questions of law and fact common to the Class predominate over any
23 questions affecting individual members;

24 (b) The Class Action mechanism is superior to any other available method for
25 the fair and efficient adjudication of the claims of the Class Members;

26 (c) The Class Members are so numerous that it is impractical to bring all
27 members of the Class before the Court;

28 (d) Plaintiff, and the Class Members, will not be able to obtain effective and

1 economic legal redress unless the action is maintained as a class action;

2 (e) There is a community of interest in obtaining appropriate legal and
3 equitable relief for the statutory violations, and in obtaining adequate compensation for the
4 damages and injuries for which Defendants are responsible in an amount sufficient to adequately
5 compensate the members of the Class for the injuries sustained;

6 (f) Without Class Certification, the prosecution of separate actions by
7 individual members of the Class would create a risk of:

8 (i) Inconsistent or varying adjudications with respect to individual
9 members of the Class which would establish incompatible standards of conduct for Defendants;
10 and/or

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

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

19 **FIRST CAUSE OF ACTION**

20 **(Violation of California Labor Code Sections 1194 and 1197**

21 **Failure to Pay Minimum Wage – Against all Defendants)**

22 33. Plaintiff refers to and incorporates herein by reference the above paragraphs as
23 though fully set forth herein.

24 34. California Labor Code section 1194 authorizes employees who received less than
25 the legal minimum wage to recover the unpaid balance of minimum wages owed, interest,
26 reasonable attorney's fees, and costs of suit.

1 35. At all times relevant to this action, Defendants failed to pay at least the applicable
2 minimum wage for all hours worked as a result of Defendants' practices of one-way rounding of
3 meal periods and automatically deducting meal periods from wages.

4 36. Defendants acted intentionally, oppressively, and maliciously toward Plaintiff and
5 the Class Members, with a conscious disregard of their rights, or the consequences to them, with
6 the intent of depriving them of property and legal rights and otherwise causing them injury.

7 37. As a proximate cause of the aforementioned violations, Plaintiff and the Class
8 Members have been damaged in an amount according to proof at time of trial, but in an amount in
9 excess of the jurisdiction of this Court. Plaintiff and the Class Members are entitled to recover
10 the unpaid balance of wages owed, penalties, including penalties available pursuant to California
11 Labor Code sections 558 and 1197.1(a)(1–2), liquidated damages pursuant to California Labor
12 Code section 1194.2(a), plus interest, and reasonable attorneys' fees and costs of suit according to
13 California Labor Code section 1194, et seq.

14 **SECOND CAUSE OF ACTION**

15 **(Violation of California Labor Code Sections 510, 1194(a), and 1198**

16 **Failure to Pay Overtime/Double Time Wages – Against all Defendants)**

17 38. Plaintiff refers to and incorporates herein by reference the above paragraphs as
18 though fully set forth herein.

19 39. California Labor Code section 510 requires an employer to compensate its
20 employees at a rate of no less than one and one-half (1.5) times their regular rate of pay for any
21 work: in excess of eight (8) hours in one (1) workday, in excess of forty (40) hours in any one (1)
22 workweek, and during the first eight (8) hours worked on the seventh (7th) day of work in any
23 one (1) workweek.

24 40. California Labor Code section 510 requires an employer to compensate its
25 employees at a rate of no less than two (2) times their regular rate of pay for any work: in excess
26 of twelve (12) hours in one (1) workday, and in excess of eight (8) hours on the seventh (7th) day
27 of work in any one (1) workweek.
28

41. At all times relevant herein, Plaintiff and the Class worked hours in excess of eight (8) hours in one (1) workday, in excess of forty (40) hours in any one (1) workweek, and/or during the first eight (8) hours worked on the seventh (7th) day of work in any one (1) workweek, without receiving compensation at a rate of no less than one and one-half (1.5) times their regular rate of pay.

42. At all times relevant herein, Plaintiff and the Class worked hours in excess of twelve (12) hours in one (1) workday and in excess of eight (8) hours on the seventh (7th) day of work in any one (1) workweek, without receiving compensation at a rate of no less than two (2) times their regular rate of pay.

43. Defendants acted intentionally, oppressively, and maliciously toward Plaintiff and the Class, with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing them injury.

44. As a proximate cause of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed, penalties, including penalties available pursuant to California Labor Code section 558, plus interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section 1194, et seq.

THIRD CAUSE OF ACTION

(Violation of California Labor Code Sections 226.7 and 512(a))

Meal Periods – Against all Defendants)

45. Plaintiff refers to and incorporates herein by reference the above paragraphs as though fully set forth herein.

46. At all times relevant herein, the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the Class Members.

47. At all times set forth herein, California Labor Code section 226.7 provided and provides that no employer shall require an employee to work during any lawfully mandated meal period.

1 48. At all times set forth herein, California Labor Code section 512(a) provided and
2 provides that an employer may not require, cause, or permit an employee to work for a period of
3 more than five (5) hours per day without providing the employee with an uninterrupted meal
4 period of not less than thirty (30) minutes, except that if the total work period per day is not more
5 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
6 the employee.

7 49. At all times set forth herein, California Labor Code section 512(a) further provided
8 and provides that an employer may not employ an employee for a work period of more than ten
9 (10) hours per day without providing the employee with a second meal period of not less than
10 thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
11 second meal period may be waived by mutual consent of the employer and the employee, only if
12 the first meal period was not waived.

13 50. At all times relevant herein, Plaintiff and the Class have worked more than five (5)
14 hours in a workday.

15 51. At all times relevant herein, Plaintiff and the Class have worked more than ten (10)
16 hours in a workday.

17 52. Defendants failed to provide Plaintiff and the members of the Class with
18 uninterrupted, work-free, thirty (30) minute meal periods for shifts in excess of five (5) hours
19 worked per day and failed to compensate employees for missed initial meal periods as required by
20 law.

21 53. Defendants failed to provide Plaintiff and the members of the Class with a second
22 uninterrupted, work-free, thirty (30) minute meal period for shifts in excess of ten (10) hours
23 worked per day and failed to compensate them for missed subsequent meal periods as required by
24 law.

25 54. During the relevant time period, Defendants willfully required Plaintiff and the
26 Class to work during meal periods and failed to compensate Plaintiff and the Class for work
27 performed during meal periods.
28

1 55. During the relevant time period, Defendants failed to pay Plaintiff and the Class
2 the full meal period premium due pursuant to California Labor Code Section 226.7.

3 56. Defendants' conduct violates California Labor Code sections 226.7 and 512(a).

4 57. Pursuant to California Labor Code Section 226.7, Plaintiff and the Class are
5 entitled to recover from Defendants one (1) additional hour of pay at the employees' regular
6 hourly rate of compensation for each work day that the meal period was not provided.

7 58. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
8 been damaged in an amount to be determined at trial, but in an amount in excess of the
9 jurisdiction of this Court.

10 59. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
11 been damaged in an amount to be determined at trial, but in an amount in excess of the
12 jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of
13 wages owed, penalties, including penalties available pursuant to California Labor Code sections
14 226.7 and 558, plus interest

15 **FOURTH CAUSE OF ACTION**

16 **(Violation of California Labor Code Section 226.7**

17 **Failure to Provide Rest Breaks – Against all Defendants)**

18 60. Plaintiff refers to and incorporates herein by reference the above paragraphs as
19 though fully set forth herein.

20 61. At all times relevant herein, the applicable IWC Wage Order and California Labor
21 Code section 226.7 was applicable to Plaintiff and the Class Members.

22 62. At all times set forth herein, California Labor Code section 226.7 provided and
23 provides that employers may not require their employees to work during a legally mandated rest
24 period.

25 63. At all times set forth herein, the applicable IWC Wage Order required and requires
26 every employer subject to the Wage Orders to authorize and permit rest periods at the rate of ten
27 (10) minutes net rest time per four (4) hours or major fraction thereof.

28

64. California Labor Code section 226.7 further provides that if an employer fails to provide an employee with a legally mandated rest period, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

65. At all times relevant herein, Plaintiff and the Class have regularly worked shifts of a length of four (4) hours or a major fraction thereof or longer.

66. Defendants failed to authorize and permit Plaintiff and the members of the Class to take rest periods as required by law and failed to compensate employees for paid rest breaks.

67. During the relevant time period, Defendants failed to pay Plaintiff and the Class the full rest period premium due pursuant to California Labor Code section 226.7.

68. Defendants' conduct violates California Labor Code section 226.7.

69. Pursuant to California Labor Code section 226.7, Plaintiff and the Class are entitled to recover from Defendants one (1) additional hour of pay at the employees' regular hourly rate of compensation for each work day that a rest period was not provided.

70. As a proximate cause of the aforementioned violations, Plaintiff and the Class have been damaged in an amount to be determined at trial, but in an amount in excess of the jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed, penalties, including penalties available pursuant to California Labor Code sections 226.7 and 558, plus interest.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code Section 226(a))

Failure to Provide Accurate, Itemized Wage Statements – Against all Defendants)

71. Plaintiff refers to and incorporates herein by reference the above paragraphs as though fully set forth herein.

72. California Labor Code section 226(a) provides that every employer shall, semi-monthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when

1 wages are paid by personal check or cash, an accurate itemized statement in writing showing
2 gross wages earned.

3 73. Plaintiff is informed and believes, and based thereon alleges, that throughout the
4 relevant time period, Defendants repeatedly failed to furnish Plaintiff and the Class with accurate,
5 itemized wage statements in writing showing all hours worked, all wages earned, and applicable
6 rates of pay.

7 74. As a result of Defendants' conduct, Plaintiff and the Class have been damaged and
8 are entitled to recover, for each member of the Class, the greater of actual damages or \$50.00 for
9 the initial pay period in which a violation occurred and \$100.00 for each violation in a subsequent
10 pay period, not exceeding an aggregate penalty of \$4,000.00, in an amount to be determined at
11 trial.

12 75. In addition, as a direct result of the conduct of Defendants, and each of them, as set
13 forth above, Plaintiffs and the members of the Class were forced to incur substantial attorney's
14 fees and costs which are recoverable under California Labor Code section 226(e) in an amount to
15 be determined at trial.

16 **SIXTH CAUSE OF ACTION**

17 **(Failure to Maintain Payroll Records – Against All Defendants)**

18 76. Plaintiff refers to and incorporates herein by reference the above paragraphs as
19 though fully set forth herein.

20 77. California Labor Code section 1174(d) provides that every employer shall keep,
21 for no less than three (3) years, payroll records showing meal periods, the accurate hours worked
22 daily by and the wages paid to employees.

23 78. Plaintiff was employed by Defendants as a non-exempt employee.

24 79. However, throughout this time period, Defendants repeatedly failed, and continues
25 to fail, to maintain full, complete, and accurate payroll records showing the hours that Plaintiff
26 and the members of the Class actually worked, meal periods, and the total wages that they were
27 paid.
28

80. As such, Plaintiff and the members of the Class are entitled to recover civil penalties from Defendants pursuant to California Labor Code section 1174.5.

SEVENTH CAUSE OF ACTION

(Violation of California Business and Professions Code Section 17200)

Unfair Business Practice – Against All Defendants)

81. Plaintiff refers to and incorporates herein by reference the above paragraphs as though fully set forth herein.

82. California Business and Professions Code section 17200, et seq., prohibits acts of unfair competition which means and includes “any unlawful, unfair, or fraudulent business act or practice.”

83. Within the four (4) years preceding the filing of this action, Defendants have engaged in unlawful, unfair, and/or fraudulent business acts and/or practices by engaging in the conduct set forth above. These business acts and practices violated numerous provisions of the law, including, but not limited to, the California Labor Code, California Wage Orders, and California public policy. Plaintiff reserves the right to identify additional violations of law as further investigation warrants.

84. Defendants' acts and practices, as detailed above, constitute acts of unfair competition. Defendants have engaged in an unlawful, unfair, and/or fraudulent business act and/or practices within the meaning of California Business and Professions Code section 17200, et seq.

85. By reason of Defendants' fraudulent, deceptive, unfair, and other wrongful conduct, as alleged herein, Defendants have violated California Business and Professions Code section 17200, et seq., by consummating an unlawful, unfair, and fraudulent business practice designed to deprive Plaintiff, the members of the Class, and members of the general public of their legal rights.

86. Such conduct is ongoing and continues to this date.

87. By reason of the foregoing, Plaintiff, the Class, and members of the general public have suffered, and continue to suffer, damages, and are therefore entitled to the relief available

1 under California Business and Professions Code section 17200, et seq., including, but not limited
2 to, restitution, disgorgement, and injunctive relief.

3 88. As such, Plaintiff, on behalf of himself, the Class, and the general public, seeks a
4 temporary, preliminary, and/or permanent order from this Court prohibiting Defendants from
5 continuing to engage in the unlawful, unfair, and/or fraudulent business acts or practices set forth
6 in this Complaint, in addition to disgorgement and restitution by Defendants to all persons with a
7 vested interest therein who have been adversely affected by the practices at issue.

8 **PRAYER FOR DAMAGES**

9 WHEREFORE, Plaintiff prays for judgment against Defendants LAUREL, IBS,
10 VENSURE and DOES 1 through 100, inclusive, and each of them, jointly and severally, as
11 follows:

12 **ON THE FIRST CAUSE OF ACTION (MINIMUM WAGE):**

- 13 1. That the Court declare, adjudge, and decree that Defendants violated California
14 Labor Code sections 1194(a) and 1197;
- 15 2. For unpaid minimum wages and such general and special damages as may be
16 appropriate;
- 17 3. For pre-judgment interest on any unpaid compensation commencing from the date
18 such amounts were due until paid in full;
- 19 4. For liquidated damages in an amount equal to the minimum wages unlawfully
20 withheld pursuant to California Labor Code section 1194.2(a);
- 21 5. For civil penalties pursuant to California Labor Code section 1197.1(a)(1–2);
- 22 6. For civil penalties pursuant to California Labor Code section 558; and
- 23 7. For reasonable attorneys’ fees and for costs of suit incurred herein.

24 **ON THE SECOND CAUSE OF ACTION (OVERTIME/DOUBLE TIME):**

- 25 1. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 510, 1194(a), and 1198;
- 27 2. For unpaid overtime and/or double time wages and such general and special
28 damages as may be appropriate;

3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due until paid in full;
4. For civil penalties pursuant to California Labor Code section 558; and
5. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE THIRD CAUSE OF ACTION (MEAL PERIODS):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and Class members;
2. That the Court make an award to Plaintiff and Class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
3. For all actual, consequential, and incidental losses and damages, according to proof;
4. For premiums pursuant to California Labor Code section 226.7(c);
5. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
6. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE FOURTH CAUSE OF ACTION (REST BREAK):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to authorize and permit all rest periods (including second rest periods) to Plaintiff and Class members;
2. That the Court make an award to Plaintiff and Class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided during the Class Period;
3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);
5. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
6. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE FIFTH CAUSE OF ACTION (WAGE STATEMENTS):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and Class members, and willfully failed to provide accurate, itemized wage statements thereto;
2. For all actual, consequential, and incidental losses and damages according to proof;
3. For statutory penalties pursuant to California Labor Code section 226(e);
4. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and
5. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE SIXTH CAUSE OF ACTION (RECORD KEEPING):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by failing to maintain full, complete, and accurate payroll records; and
2. For civil penalties in the amount of \$500.00 for and to Plaintiffs and all Class members pursuant to California Labor Code section 1174.5.

ON THE SEVENTH CAUSE OF ACTION (UNFAIR BUSINESS PRACTICE):

1. For restitution of all profits and gains resulting from Defendants' unfair, unlawful, and/or fraudulent business acts and/or practices to Plaintiff and all persons with a vested interest therein who have been adversely affected by the practices at issue;
2. For an injunction permanently enjoining Defendants from continuing to engage in any further acts of unfair, unlawful, and/or fraudulent business acts and/or practices; and
3. For reasonable attorneys' fees and for costs of suit incurred herein.

1 **AS TO ALL CAUSES OF ACTION:**

- 2 1. For an award of reasonable attorneys' fees, costs, expert costs, and expenses
3 pursuant to statutory and common law; and
4 2. For such other and further relief as this Court may deem just, fair, and proper.

5 DATED: July 3, 2023

6 Respectfully Submitted,
BARKHORDARIAN LAW FIRM, PLC

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9 Gregory R. Wong
10 Heather K. Cox
11 Attorneys for Plaintiff Angel Vera on behalf of
12 himself and all other similarly situated
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