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Attorneys for Plaintiff RYAN MIURA,
individually and on behalf of others similarly situated

Assigned for all purposes:
Judge William D. Cluster
Dept. CX104

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE – CIVIL COMPLEX CENTER

RYAN MIURA, individually and on behalf of
all others similarly situated,

PLAINTIFF,

v.

ECONOLITE CONTROL PRODUCTS,
INC., a California corporation; and DOES 1
through 50, inclusive,

DEFENDANTS.

CASE NO.: 30-2023-01310043-CU-OE-CXC

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT**

- 1) FAILURE TO PAY MINIMUM WAGES
(LABOR CODE §§ 1194, 1197, 1197.1)
- 2) FAILURE TO PROVIDE MEAL PERIODS
AND/OR PAY MEAL PERIOD PREMIUMS
(LABOR CODE § 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT
REST BREAKS AND/OR PAY REST
BREAK PREMIUMS (LABOR CODE §
226.7)
- 4) FAILURE TO TIMELY PAY FINAL
WAGES (LABOR CODE §§ 201-203)
- 5) FAILURE TO PROVIDE COMPLETE AND
ACCURATE WAGE STATEMENTS
(LABOR CODE § 226)
- 6) FAILURE TO REIMBURSE NECESSARY
BUSINESS EXPENSES (LABOR CODE §
2802)
- 7) UCL VIOLATIONS (BUS. & PROF. CODE
§§ 17200-17204);
- 8) PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

1 Plaintiff RYAN MIURA (“Plaintiff”), individually, and on behalf of others similarly situated
2 (hereinafter “Class Members”), and as a private attorney general, based upon facts that either have
3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further
4 investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants ECONOLITE CONTROL PRODUCTS,
7 INC., and DOES 1 through 50, inclusive (hereinafter collectively referred to as “Defendants”) for
8 California Labor Code violations, unfair business practices, and monetary penalties stemming from
9 Defendants’ failure to pay minimum wages, failure to provide compliant meal periods, failure to
10 authorize and permit compliant rest periods, failure to timely pay final wages, failure to provide
11 accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse
12 necessary business-related expenses.

13 2. Plaintiff’s First through Seventh Causes of Action are brought as a class action on behalf
14 of himself and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully in paragraph 17, below) pursuant
16 to California Code of Civil Procedure section 382. The monetary damages and restitution sought by
17 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according
18 to proof at trial.

19 3. Plaintiff’s Eighth Cause of Action is brought as a representative action on behalf of
20 himself and other current and former non-exempt employees of Defendants in the State of California
21 at any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
22 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
23 referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.*
24 Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The
25 civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
26 be established according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except

1 those given by statute to other courts. The statutes under which this action is brought do not specify
2 any other basis for jurisdiction.

3 5. This Court has jurisdiction over Defendants because, upon information and belief,
4 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
5 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
6 them by the California courts consistent with traditional notions of fair play and substantial justice.

7 6. Venue is proper in this Court because, upon information and belief, Defendants maintain
8 offices, have agents, and/or transact business in the State of California, County of Orange.

9 **PARTIES**

10 7. Plaintiff is a resident of the State of California. At all times relevant to this action,
11 Plaintiff was employed by Defendants in the County of Orange, State of California as an hourly, non-
12 exempt employee.

13 8. Defendant ECONOLITE CONTROL PRODUCTS, INC. is, and at all times herein
14 mentioned was, a corporation organized and existing under the laws of the State of California, and
15 registered to do business in the State of California.

16 9. Plaintiff is informed and believes that Defendant ECONOLITE CONTROL
17 PRODUCTS, INC. is a traffic system manufacturer.

18 10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
19 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,
20 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
21 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
22 venturer, successor, and/or co-conspirator of each of the other defendants, and was at all times
23 mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such
24 agency, employment, joint venture and conspiracy. Plaintiff will amend this complaint to allege their
25 true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that
26 each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein
27 alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.
28 Defendants ECONOLITE CONTROL PRODUCTS, INC. and DOES 1 thorough 50 are collectively

1 referred to herein as “Defendants.”

2 11. Defendants are and at all times herein mentioned were, (a) conducting business in the
3 County of Orange, State of California, and (b) the employer of Plaintiff consistent with the California
4 Labor Code and applicable Industrial Welfare Commission Wage Order(s).

5 12. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
6 working conditions, wages, working hours, and terms of employment of Plaintiff, the Class, and the
7 Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable
8 under the statutory provisions set forth herein.

9 13. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
10 action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
11 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
12 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was
13 dominated by his, her, or its codefendants, and each was the alter ego of the other.

14 14. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts
15 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,
16 their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages
17 earned and due, through methods and schemes which include, but are not limited to: failing to pay
18 minimum wages; failing to provide meal periods and rest breaks; failing to properly maintain records;
19 failing to provide accurate itemized statements for each pay period; failing to timely pay final wages;
20 failing to pay timely wages during employment; and requiring, permitting, or suffering the employees
21 to work off the clock, in violation of the California Labor Code (“Labor Code”) and applicable
22 Industrial Welfare Commission (“IWC”) Wage Order(s).

23 15. Plaintiff is informed and believes, and based thereon alleges, that in accordance with
24 Labor Code section 558.1, Defendants and any person acting on behalf of Defendants are liable for
25 violating, or causing to violate, any provision regulating minimum wages or hours and days of work in
26 any order of the Industrial Welfare Commission, or Labor Code Sections 203, 226, 226.7, 1193.6, 1194,
27 or 2802.

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CLASS ACTION ALLEGATIONS

16. Plaintiff brings the First through Seventh Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

17. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's original complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members").

18. Plaintiff reserves the right to establish other subclasses as appropriate.

19. The Class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be approximately (50) individuals, or more, and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other Class Members as demonstrated herein. Plaintiff and the Class members worked as hourly, non-exempt employees for Defendants in California, including in Defendants' warehouse facility in Anaheim, California. Plaintiff and the other similarly situated Class Members were employed by Defendants, were subjected to the same policies and practices, and endured similar alleged violations at the hands of Defendants.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees,

1 that have been, are, and will be necessarily expended for the prosecution of this action
2 for the substantial benefit of each Class Member.

3 d. Superiority: A class action is superior to other available methods for the fair and efficient
4 adjudication of this litigation because individual joinder of all Class Members is
5 impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class action will advance
7 public policy objectives. Current employees are often afraid to assert their rights out of
8 fear of direct or indirect retaliation. However, class actions provide Class Members who
9 are not named in the complaint anonymity that allows for the vindication of their rights.

10 20. There are common questions of law and fact as to the Class that predominate over
11 questions affecting only individual members. The following common questions of law or fact, among
12 others, exist as to the members of the Class:

- 13 a. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
14 Members for all hours worked;
- 15 b. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest
16 periods or required Plaintiff and the other Class Members to work during meal and/or
17 rest periods without compensation;
- 18 c. Whether Defendants failed to pay meal period premium wages to Class Members when
19 they were not provided legally compliant meal periods;
- 20 d. Whether Defendants failed to pay rest period premium wages to Class Members when
21 they were not authorized and permitted to take legally compliant rest periods;
- 22 e. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
23 the other Class Members for all hours worked, and for missed, short, late or interrupted
24 meal periods and rest breaks in violation of California law;
- 25 f. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
26 within the time required upon their discharge or resignation from employment;
- 27 g. Whether Defendants' failure to pay wages, without abatement, or reduction, in
28 accordance with the California Labor Code was willful;

- 1 h. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all
2 necessary business-related expenses in violation of Labor Code section 2802;
- 3 i. Whether Defendants complied with wage statement reporting as required by the Labor
4 Code, including Section 226;
- 5 j. Whether Defendants engaged in unfair business practices in violation of Business &
6 Professions Code Section 17200, *et seq.* based on their improper withholding of
7 compensation and deduction of wages;
- 8 k. The appropriate amount of damages, restitution, and/or monetary penalties resulting
9 from Defendants' violation of California law; and
- 10 l. Whether Plaintiff and the other Class Members are entitled to compensatory damages
11 pursuant to the California Labor Code.

12 **GENERAL ALLEGATIONS**

13 21. Plaintiff is informed and believes that Defendants are manufacturers and distributors of
14 traffic control systems and equipment.

15 22. Defendants employed Plaintiff to work as a full-time, hourly-paid laborer from
16 approximately May 2022 to February 2023.

17 23. At all relevant times relevant herein, Defendants employed Plaintiff, the Class, and the
18 Aggrieved Employees as hourly-paid or non-exempt employees.

19 24. During the relevant time period involved in this case, Defendants had the authority to
20 hire and terminate Plaintiff, the Class, and the Aggrieved Employees, and to directly or indirectly
21 control work rules, working conditions, wages, working hours, and conditions of employment of
22 Plaintiff, the Class, and the Aggrieved Employees.

23 25. At all times relevant herein, Defendants were subject to the Labor Code of the State of
24 California and the applicable Industrial Welfare Commission Orders.

25 26. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an
26 ongoing and systematic wage violations against their hourly-paid or non-exempt employees. As set
27 forth in more detail below, these violations include, *inter alia*, regularly requiring Plaintiff, the Class,
28 and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them

1 for all hours worked, including minimum wages. Specifically, Defendants required Plaintiff, the Class,
2 and all Aggrieved Employees to undergo temperature checks on Defendants' premises before the start
3 of their shifts, and before they "clocked-in." Plaintiff, the Class, and Aggrieved Employees were also
4 required to complete a written form following the temperature check, while off the clock, before being
5 allowed to clock-in for their shifts. Although Defendants maintained a common policy and practice of
6 requiring Plaintiff, the Class, and the Aggrieved Employees to stand/wait in line for pre-shift for
7 temperature checks, Defendants failed to compensate Plaintiff, the Class, and all Aggrieved Employees
8 for such time.

9 27. Employees must be paid for all "hours worked." Hours worked is considered "the time
10 during which an employee is subject to the control of an employer, and includes all the time the
11 employee is suffered or permitted to work, whether or not required to do so...." *See* Wage Order 1-
12 2001, § 2(G); *Mendiola v. CPS Security Solutions, Inc.*, 60 Cal.4th 833 (2015). "[I]t is only necessary
13 that the worker be subject to the control of the employer in order to be entitled to compensation."
14 *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 584 (2000) (internal citations omitted). An employee
15 is under the employer's control and entitled to compensation when the employer 'directs, commands
16 or restrains an employee.' *Id.* at 583 (internal citation omitted).

17 28. As the California Supreme Court made clear in *Morillion*, when determining whether
18 an employee's activity is under the employer's control entitling him or her to compensation, the
19 touchstone is not whether the employer requires the activity and thus whether employees can avoid it,
20 but the level of control employers exert over employees during the activity: "The level of the
21 employer's control over its employees, rather than the mere fact that the employer requires the
22 employees' activity, is determinative." *Morillion*, 22 Cal.4th at 587 (emphasis added).

23 29. In *Frlekin v. Apple Inc.*, 8 Cal.5th 1038, 1056 (2020), the California Supreme Court
24 reaffirmed its holding in *Morillion* that "[t]he level of the employer's control over its employees, rather
25 than the mere fact that the employer requires the employees' activity, is determinative" concerning
26 whether an activity is compensable under the "hours worked" control clause. In *Frlekin*, the California
27 Supreme Court found that time employees spent undergoing bag searches at the end of their shifts was
28 compensable.

1 30. To be free of the employer’s control for purposes of “hours worked,” the employee must
2 be free to use his or her time “effectively for his or her own purposes.” *Morillion*, 22 Cal.4th at 583.

3 31. Here, as in *Frlekin*, Plaintiff, the Class, and Aggrieved Employees could not avoid
4 Defendants’ temperature checks (which took place on Defendants’ premises and before employees
5 could clock-in) and could not then use their time effectively for their own purposes. As such,
6 Defendants exercised compensable control over Plaintiff, the Class, and Aggrieved Employees who
7 underwent temperature checks, and stood in line to do so, and completed forms, and owe wages to
8 Plaintiff, the Class, and Aggrieved Employees for this time.

9 32. The California Department of Industrial Relations (“DIR”) issued guidance regarding
10 pre-shift worksite temperature checks and/or questionnaires. *See* Cal. Dept. of Industrial Relations,
11 Safe Reopening FAQs for Workers and Employers, available at
12 https://www.dir.ca.gov/covid19/FAQs_COVID-19_Safe_Reopening.htm. The DIR provides the
13 following in FAQ #10 titled “Medical Checks, Testing, and Vaccinations”:

14 Q: Must my employer pay me for time spent at my employer’s worksite
15 completing certain medical checks (including temperature checks) before
16 beginning a shift?

17 A: Yes. Employers must pay workers for all hours worked, including time
18 that a worker is under the control of the employer. Employers that require
19 their workers to complete a medical check in order to begin a shift, even if
20 it is recommended under public health orders, must compensate workers for
21 that time worked.

22 The term “hours worked” means the time during which a worker is subject
23 to the control of an employer and includes all the time the worker is suffered
24 or permitted work, whether or not required to do so. Under this definition,
25 one way to determine whether time a worker spends performing a task is
26 compensable—that is, whether it is time “worked”—is whether the
27 employer exercised control over the worker by requiring the worker to
28 perform that task.

1 If an employer requires that all workers perform a medical check (such as a
2 temperature check) onsite before beginning a shift, the time completing the
3 medical check, including any time waiting in line, would constitute time
4 worked. This requirement applies even if such tasks were performed
5 pursuant to a state or local public health guideline, because the check is done
6 at the request and thus under the control of the employer.

7 33. Notably, there is no *de minimis* defense for such time. *See, Troester v. Starbucks Corp.*,
8 5 Cal.5th 829 (2018) (given new technologies allowing time-tracking with specificity, the *de minimis*
9 principle not applicable in the context of an alleged policy requiring employees to work minutes off the
10 clock routinely).

11 34. On information and belief, Defendants also implemented policies that prohibited
12 Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time worked,
13 resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.

14 35. In addition, on information and belief, Defendants routinely failed to permit Plaintiff,
15 the Class, and the Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods and
16 rest periods in violation of California law, and failed to pay associated meal and rest period premium
17 wages for non-compliant meal periods and rest breaks. Defendants also failed to reimburse Plaintiff,
18 the Class, and the Aggrieved Employees for all necessary business-related expenses, failed to provide
19 accurate itemized wage statements for each pay period, and failed to timely pay all wages owed during
20 and upon termination of employment.

21 36. During the time period involved in this case, Defendants implemented policies and
22 practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with timely and
23 duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and the Aggrieved
24 Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff,
25 the Class, and the Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff,
26 the Class, and the Aggrieved Employees a reasonable opportunity to take timely meal periods, and
27 regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from taking all
28 statutory thirty (30) minute uninterrupted meal breaks. Defendants also failed to maintain accurate

1 records of meal periods taken by Plaintiff, the Class, and the Aggrieved Employees.

2 37. During the time period involved in this case, Defendants did not adequately inform
3 Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California
4 law. Moreover, Defendants systematically disregarded their own written policies regarding the
5 provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees.

6 38. During the time period involved in this case, Defendants failed to pay Plaintiff, the
7 Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
8 interrupted, or shortened in violation of California law. Defendants knew or should have known that
9 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment
10 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
11 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
12 compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed to
13 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate
14 of pay when a meal period was missed, short, late, and/or interrupted.

15 39. During the time period involved in this case, Defendants implemented policies and
16 practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking all timely
17 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff, the
18 Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
19 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
20 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit,
21 and provide such rest breaks in the middle of each work period.

22 40. During the time period involved in this case, Defendants did not adequately inform
23 Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California
24 law. Moreover, Defendants systematically disregarded their own written policies regarding the
25 provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees.

26 41. During the time period involved in this case, Defendants failed to pay Plaintiff, the
27 Class, and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,
28 or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the

1 Class, and the Aggrieved Employees were entitled to receive all rest periods or payment of one
2 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
3 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
4 Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
5 additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay
6 when a rest period was missed, short, late and/or interrupted.

7 42. During the time period involved in this case, Defendants regularly required Plaintiff, the
8 Class, and the Aggrieved Employees to perform work off-the-clock. Plaintiff, the Class, and the
9 Aggrieved Employees were regularly required to perform uncompensated work off the clock for which
10 they were not compensated.

11 43. During the time period involved in this case, Defendants implemented policies that
12 prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time
13 worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.
14 In addition, Plaintiff is informed and believes that Defendants employed a rounding policy that was not
15 neutral and designed to consistently round time in Defendants' favor, ensuring that Plaintiff and the
16 Class were not paid for all time worked.

17 44. During the time period involved in this case, Defendants regularly failed to pay Plaintiff,
18 the Class, and the Aggrieved Employees at least minimum wages for all hours worked. Defendants
19 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
20 receive at least minimum wages for all hours worked and that they were not receiving at least minimum
21 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to
22 pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage pursuant to
23 California law, requiring Plaintiff, the Class, and the Aggrieved Employees to perform work off the
24 clock, and failing to accurately record all time worked by Plaintiff, the Class, and the Aggrieved
25 Employees which resulted in the systematic underpayment of wages to Plaintiff, the Class, and the
26 Aggrieved Employees.

27 45. During the time period involved in this case, Defendants regularly failed to pay Plaintiff,
28 the Class, and the Aggrieved Employees all wages owed to them upon discharge or resignation.

1 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
2 entitled to receive all wages owed to them upon termination within the time permissible under
3 California Labor Code section 202. Plaintiff, the Class, and the Aggrieved Employees did not receive
4 payment of all final wages owed to them upon discharge or resignation, including minimum wages and
5 premium wages within any time permissible under California Labor Code section 202.

6 46. During the time period involved in this case, Defendants regularly failed to pay Plaintiff,
7 the Class, and the Aggrieved Employees all wages within any time permissible under California law,
8 including, *inter alia*, California Labor Code Section 204. Defendants knew or should have known that
9 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages owed to them
10 during their employment. Plaintiff, the Class, and the Aggrieved Employees did not receive payment
11 of all wages, including minimum wages, and meal and rest period premiums.

12 47. During the time period involved in this case, Defendants regularly failed to provide
13 complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees. Defendants
14 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
15 receive complete and accurate wage statements in accordance with California law, but, in fact, they did
16 not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter*
17 *alia*, the failure to include the total number of hours worked, the actual gross wages earned, and the
18 correct rates of pay.

19 48. During the time period involved in this case, Defendants regularly failed to keep
20 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees. Defendants
21 knew or should have known that Defendants were required to keep complete and accurate time payroll
22 records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but,
23 in fact, did not keep complete and accurate time and payroll records. On information and belief, during
24 the time period involved in this case, Defendants regularly failed to maintain accurate records relating
25 to Plaintiff's, the Class's, and the Aggrieved Employees' work periods, meal periods, total daily hours,
26 hours per pay period, and applicable pay rates.

27 49. On information and belief, during the time period involved in this case, Defendants
28 failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related

1 expenses, including but not limited to personal cellular phone usage. Defendants required Plaintiff and,
2 on information and belief, other Class Members to use their personal cellular phones in the course of
3 performing their required job duties without reimbursement. Among other things, Defendants required
4 Plaintiff and, on information and belief, other Class Members to use their personal cellular phones to
5 respond to and communicate with Defendants' supervisors regarding work matters, including to take
6 and send photographs depicting damage to incoming products at the warehouse. Defendants knew or
7 should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved
8 Employees for all necessary business-related expenses and costs, but, on information and belief, failed
9 to do so in violation of California law.

10 50. During the time period involved in this case, Defendants knew or should have known
11 that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to
12 California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly,
13 and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved
14 Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

15 51. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
16 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
17 her] under this article."

18 **FIRST CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

20 **(Against All Defendants)**

21 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
22 allegation set forth above.

23 53. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
24 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum
25 so fixed is unlawful.

26 54. During the relevant time period, Defendants regularly failed to pay minimum wage to
27 Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194,
28 1197, and 1197.1. Specifically, Defendants required Plaintiff, the Class, and all Aggrieved Employees

1 to undergo temperature checks on Defendants' premises before the start of their shift, and before they
2 "clocked-in." Plaintiff, the Class, and Aggrieved Employees were further required to complete a written
3 form following the temperature check, while off the clock, before being allowed to clock in for their
4 shifts.

5 55. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as
6 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
7 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage
8 compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal
9 to the wages unlawfully unpaid and interest thereon.

10 56. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members
11 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
12 interest thereon.

13 **SECOND CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 226.7 and 512(a))**

15 **(Against All Defendants)**

16 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
17 allegation set forth above.

18 58. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7
19 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

20 59. At all relevant times, California Labor Code section 226.7 provides that no employer
21 shall require an employee to work during any meal or rest period mandated by an applicable order of
22 the California IWC.

23 60. At all relevant times, the applicable IWC Wage Order and California Labor Code section
24 512(a) provide that an employer may not require, cause or permit an employee to work for a work
25 period of more than five (5) hours per day without providing the employee with a meal period of not
26 less than thirty (30) minutes, except that if the total work period per day of the employee is no more
27 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
28 employee.

61. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

62. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

63. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

64. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

65. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

66. Pursuant to the applicable IWC Wage Order and California Labor Code Section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code

1 section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

2 69. At all relevant times, California Labor Code section 226.7 provides that no employer
3 shall require an employee to work during any rest period mandated by an applicable order of the
4 California IWC.

5 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
6 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
7 the middle of each work period" and that the "rest period time shall be based on the total hours worked
8 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
9 total daily work time is less than three and one-half (3.5) hours."

10 71. During the relevant time period, Defendants required Plaintiff and other Class Members
11 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
12 four (4) hour period worked.

13 72. During the relevant time period, Defendants willfully required Plaintiff and the other
14 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to
15 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take
16 uninterrupted, duty-free rest breaks.

17 73. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
18 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
19 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
20 Members from taking uninterrupted rest periods.

21 74. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
22 section 226.7.

23 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one (1)
25 additional hour of pay at the employees' regular hourly rate of compensation for each work day that
26 the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201, 202, 203)**

3 **(Against All Defendants)**

4 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 77. At all relevant times herein set forth, California Labor Code sections 201 and 202
7 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and if an employee quits his or her employment, his or her
9 wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee
10 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
11 entitled to his or her wages at the time of quitting.

12 78. During the relevant time period, the employment of Plaintiff and other Class Members
13 with Defendants ended, *i.e.*, was terminated by quitting or discharge. Defendants intentionally and
14 willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants
15 all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages,
16 premium wages, within seventy-two (72) hours of their leaving Defendants' employ.

17 79. Defendants' failure to pay Plaintiff and other Class Members who are no longer
18 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
19 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

20 80. California Labor Code section 203 provides that if an employer willfully fails to pay
21 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
22 as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but
23 the wages shall not continue for more than thirty (30) days.

24 81. Plaintiff and other Class Members who are no longer employed by Defendants are
25 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to
26 a thirty (30) day maximum pursuant to California Labor Code section 203.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against All Defendants)**

4 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 83. At all material times set forth herein, California Labor Code section 226(a) provides that
7 every employer shall furnish each of its employees an accurate itemized statement in writing showing
8 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
9 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
10 provided that all deductions made on written orders of the employee may be aggregated and shown as
11 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
12 the name of the employee and his or her social security number, (8) the name and address of the legal
13 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the employee. The deductions made from
15 payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month,
16 day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the
17 employer for at least three years at the place of employment or at a central location within the State of
18 California.

19 84. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with
20 complete and accurate wage statements. The deficiencies include, but are not limited to, the failure list
21 the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

22 85. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and
23 the Class have suffered injury and damage to their statutorily-protected rights.

24 86. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
25 and willful violation of California Labor Code section 226(a) because they were denied both their legal
26 right to receive, and their protected interest in receiving, accurate and itemized wage statements
27 pursuant to California Labor Code Section 226(a).

28 87. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual

1 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an
2 aggregate penalty not exceeding four thousand dollars per employee.

3 88. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
4 this section, pursuant to California Labor Code section 226(g).

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 2800 and 2802)**

7 **(Against All Defendants)**

8 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
9 allegation set forth above.

10 90. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse
11 its employee for all necessary expenditures incurred by the employee in direct consequence of the
12 discharge of his or her job duties or in direct consequence of his or her job duties or in direct
13 consequence of his or her obedience to the directions of the employer.

14 91. Plaintiff and the Class incurred necessary business-related expenses and costs that were
15 not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related
16 expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a
17 result of, including but not limited to, simple negligence.

18 92. On information and belief, Defendants have intentionally and willfully failed to
19 reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the
20 Class are entitled to recover from Defendants their business-related expenses and costs incurred during
21 the course and scope of their employment, plus interest accrued from the date on which the employee
22 incurred the necessary expenditures at the same rate as judgments in civil actions in the State of
23 California.

24 **SEVENTH CAUSE OF ACTION**

25 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

26 **(Against All Defendants)**

27 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
28 allegation set forth above.

1 94. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
2 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly,
3 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of
4 Civil Procedure section 1021.5.

5 95. Defendants' activities as alleged herein are violations of California law, and constitute
6 unlawful business acts and practices in violation of Business & Professions Code section 17200, *et seq.*

7 96. Plaintiff is a "person" within the meaning of Business & Professions Code section
8 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
9 restitution, and other appropriate equitable relief.

10 97. A violation of California Business & Professions Code section 17200, *et seq.* may be
11 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
12 practices of requiring employees, including Plaintiff and the Class, to work off-the-clock violate
13 California Labor Code provisions governing minimum wages. Additionally, Defendants' systematic
14 policies and practices of requiring employees, including Plaintiff and the Class, to work without legally
15 compliant meal periods and rest breaks violate California Labor Code sections 226.7 and 512(a).
16 Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class
17 violate California Labor Code sections 201, 202, and 203.

18 98. Wage-and-hour laws express fundamental public policies. Paying employees their
19 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
20 policies of California. Labor Code section 90.5(a) sets forth the public policies of this State vigorously
21 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
22 under unlawful conditions, and to protect law-abiding employers and their employees from competitors
23 who lower costs to themselves by failing to comply with fair labor standards. Through the conduct
24 alleged in this complaint Defendants have acted contrary to these public policies, have violated specific
25 provisions of the California Labor Code, and have engaged in other unlawful and unfair business
26 practices in violation of Business & Professions Code § 17200 *et seq.*

27 99. As a result of the herein described violations of California law, Defendants unlawfully
28 gained an unfair advantage over other businesses.

100. Plaintiff and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

101. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this action; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, *et seq.*)

(Against All Defendants)

102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

103. Plaintiff brings his Ninth Cause of Action as a representative action on behalf of himself and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

104. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Labor Code § 2699(a).

105. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved employee” under PAGA.

106. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage

1 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

- 2 b. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved
3 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour
4 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- 5 c. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
6 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
7 additional hour of premium pay for rest period violations in violation of Labor Code §§
8 226.7 and 512.
- 9 d. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their
10 employment in violation of Labor Code § 203.
- 11 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
12 employment in violation of Labor Code § 204.
- 13 f. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
14 itemized wage statements in violation of Labor Code § 226.
- 15 g. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees'
16 work periods, meal periods, total daily hours, hours per pay period, total wages and
17 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
18 applicable IWC Wage Order.
- 19 h. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
20 related expenses in violation of Labor Code §§ 2800 and 2802.

21 107. California Labor Code Sections 2699 and 2699.5, Plaintiff, individually and on behalf of
22 himself and the Aggrieved Employees and the State of California, requests and is entitled to recover
23 penalties against Defendants for the Labor Code violations described above, including but not limited
24 to penalties under California Code of Regulations Title 8 section 11010, penalties under California
25 Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all
26 additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact
27 amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

28 108. Pursuant to Labor Code § 2699.3, on or about February 23, 2023, Plaintiff, through his

counsel of record, gave written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the required filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have fulfilled all administrative prerequisites to the pursuit of his PAGA claim on behalf himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

109. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;
6. For general unpaid wages and such general and special damages as may be appropriate;
7. For statutory wage penalties pursuant to California Labor Code Section 1197.1 for

1 Plaintiff and the Class in the amount as may be established according to proof at trial;

2 8. For pre-judgment interest on any unpaid compensation from the date such amounts were
3 due;

4 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
5 Labor Code section 1194(a);

6 10. For liquidated damages pursuant to California Labor Code Section 1194.2; and

7 11. For such other and further relief as the Court may deem just and proper.

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

9 12. That the Court declare, adjudge and decree that Defendants violated California Labor
10 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
11 periods to Plaintiff and the Class;

12 13. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
13 employee's regular rate of compensation for each workday that a meal period was not provided;

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

15 15. For premium wages pursuant to California Labor Code section 226.7;

16 16. For pre-judgment interest on any unpaid wages from the date such amounts were due;

17 17. For reasonable attorneys' fees and costs of suit incurred herein; and

18 18. For such other and further relief as the Court may deem just and proper.

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

20 19. That the Court declare, adjudge and decree that Defendants violated California Labor
21 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
22 Plaintiff and the Class;

23 20. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
24 employee's regular rate of compensation for each workday that a rest period was not provided;

25 21. For all actual, consequential, and incidental losses and damages, according to proof;

26 22. For premium wages pursuant to California Labor Code section 226.7;

27 23. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28 and

1 24. For such other and further relief as the Court may deem just and proper.

2 **As to the Fourth Cause of Action**

3 25. That the Court declare, adjudge and decree that Defendants violated California Labor
4 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
5 termination of the employment of Plaintiff and other Class Members no longer employed by
6 Defendants;

7 26. For all actual, consequential, and incidental losses and damages, according to proof;

8 27. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
9 and other Class Members who have left Defendants' employ;

10 28. For pre-judgment interest on any unpaid compensation from the date such amounts were
11 due; and

12 29. For such other and further relief as the Court may deem just and proper.

13 **As to the Fifth Cause of Action**

14 30. That the Court declare, adjudge and decree that Defendants violated the record keeping
15 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
16 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

17 31. For actual, consequential and incidental losses and damages, according to proof;

18 32. For statutory penalties pursuant to California Labor Code section 226(e); and

19 33. For such other and further relief as the Court may deem just and proper.

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

21 34. That the Court declare, adjudge and decree that Defendants violated California Labor
22 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary
23 business-related expenses as required by California Labor Code sections 2800 and 2802;

24 35. For actual, consequential and incidental losses and damages, according to proof;

25 36. For the imposition of civil penalties and/or statutory penalties;

26 37. For reasonable attorneys' fees and costs of suit incurred herein; and

27 38. For such other and further relief as the Court may deem just and proper.

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

2 39. That the Court declare, adjudge and decree that Defendants violated California Business
3 and Professions Code Sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime
4 compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing
5 to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class
6 Members' wages timely as required by California Labor Code sections 201, 202 and 204 and by
7 violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

8 40. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
9 from the day such amounts were due and payable;

10 41. For the appointment of a receiver to receive, manage and distribute any and all funds
11 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
12 of violation of California Business and Professions Code sections 17200, *et seq.*;

13 42. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
14 Code of Civil Procedure Section 1021.5;

15 43. For injunctive relief to ensure compliance with this section, pursuant to California
16 Business and Professions Code sections 17200, *et seq.*; and

17 44. For such other and further relief as the Court may deem just and proper.

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

19 45. For statutory attorneys' fees and costs pursuant California Labor Code § 2699(g)(1);

20 46. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
21 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
22 other applicable statutes; and

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47. For such other relief as the Court deems just and proper.

DATED: April 12, 2023

Respectfully submitted,
PROXY LAW FIRM LLP



Hengameh S. Safaei
Attorneys for Plaintiff RYAN MIURA,
individually and on behalf of others
similarly situated

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DATED: April 12, 2023

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