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Attorneys for Plaintiff KEVIN SANCHEZ

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

KEVIN SANCHEZ, an individual, on behalf of
himself and all other aggrieved employees,

Plaintiff,

vs.

JYJ SUPPLY, INC.; JJJ SUPPLY, INC.; JASON
YOO; JAY YOO; JONATHAN YOO; and
DOES 1 through 10 inclusive,

Defendants.

Case No. **23TRCV02572**

COMPLAINT FOR:

1. Failure to Pay All Wages;
2. Meal Period Violations;
3. Rest Period Violations;
4. Failure to Reimburse Business Expenses;
5. Waiting Time Penalties;
6. Wage Statement Violations;
7. Unfair Business Practices;
8. PAGA Civil Penalties (Labor Code § 2698 *et seq.*).

1 Plaintiff KEVIN SANCHEZ (“Plaintiff”), as an individual and as a representative under the
2 Private Attorneys General Act, California Labor Code Sections 2698, *et seq.* (“PAGA”), hereby brings
3 this Complaint against defendants JYJ SUPPLY, INC.; JJJ SUPPLY, INC.; JASON YOO; JAY YOO;
4 JONATHAN YOO; and DOES 1 through 10 inclusive (collectively, “Defendants”), and hereby
5 alleges with knowledge with respect to his own acts and on information and belief as to other matters
6 as follows:

7 **INTRODUCTION**

8 1. Plaintiff brings individual claims to recover unpaid wages, liquidated and statutory
9 damages, treble damages, restitution, interest, reasonable attorneys’ fees, costs and other sums that
10 Defendants owe to him under the California Labor Code (“Labor Code”), the Industrial Welfare
11 Commission (“IWC”) Wage Orders, the California Business and Professions Code (“Business and
12 Professions Code”), and the California Penal Code (“Penal Code”).

13 2. Plaintiff also brings an individual and representative claim under the Private Attorneys
14 General Act of 2004, pursuant to Labor Code Sections 2698, *et seq.*, to recover civil penalties,
15 reasonable attorneys’ fees, costs, wages, and other recoverable sums in her representative capacity as
16 an “aggrieved employee” on behalf of all other current and former aggrieved employees of
17 Defendants. The “Aggrieved Employees” for purposes of the representative claim for PAGA penalties
18 include all current and former non-exempt employees of Defendants during the PAGA Period. The
19 term “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s
20 notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
21 Defendants through the date of trial.

22 3. During the PAGA Period, Plaintiff performed work for Defendants at 11725 S.
23 Inglewood Avenue, Hawthorne, CA 90250.

24 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
25 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
26 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
27 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant
28 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon

1 separation of employment, failing to provide accurate itemized wage statements, failing to maintain
2 accurate records of hours worked, and failing to reimburse business expenses.

3 5. Plaintiff's representative PAGA action is brought under, *inter alia*, the California
4 Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California
5 Code of Regulations, California Code of Civil Procedure Section ("CCP") 1021.5, and Labor Code
6 Sections 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 558.1,
7 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

8 **JURISDICTION AND VENUE**

9 6. This Court has jurisdiction over all causes of action alleged in this Complaint under the
10 California Constitution, Article VI, Section 10. The monetary damages, restitution, penalties, and
11 other amounts sought by Plaintiff exceed the minimal jurisdictional limit of this Court and will be
12 established according to proof at trial.

13 7. This Court has personal jurisdiction over all Defendants because each defendant is
14 domiciled in California.

15 8. Venue in Los Angeles County is proper under Business and Professions Code Section
16 17203 and CCP Section 395.5 because a substantial part of Defendants' unlawful conduct, acts, and
17 omissions alleged in this Complaint occurred in this County, Defendants operate a dispensary in this
18 County, and thus conduct substantial business in this County, and/or Defendants' liability arose in this
19 County.

20 **PARTIES**

21 9. Plaintiff KEVIN SANCHEZ is an individual residing in California. Defendants
22 employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment
23 with Defendants ended within one (1) year of the filing of this action. Plaintiff's primary job duties
24 consisted of, *inter alia*, assisting customers, processing orders, selling parts and equipment, and
25 general warehouse labor.

26 10. Plaintiff is an "aggrieved employee" within the meaning of the PAGA since he suffered
27 one or more of the Labor Code violations alleged in this Complaint. Plaintiff brings a claim for civil
28 penalties and other recoverable sums under the PAGA as a representative aggrieved employee on

1 behalf of all current and former employees of Defendants during the PAGA Period.

2 11. Defendant JYJ SUPPLY, INC. is a California corporation, having its principal place of
3 business in Los Angeles County. JYJ SUPPLY, INC. is, and at all relevant times was, an employer
4 subject to California state wage and hour laws. JYJ SUPPLY, INC.'s practices and policies described
5 in this Complaint were implemented and/or maintained during the PAGA Period. Plaintiff performed
6 work at JYJ SUPPLY, INC.'s location in Los Angeles, California during the PAGA Period.

7 12. Defendant JJJ SUPPLY, INC. is a California corporation, having its principal place of
8 business in Los Angeles County. JJJ SUPPLY, INC. is, and at all relevant times was, an employer
9 subject to California state wage and hour laws. JJJ SUPPLY, INC.'s practices and policies described
10 in this Complaint were implemented and/or maintained during the PAGA Period.

11 13. Defendant JASON YOO is an individual residing in California. JASON YOO is, and
12 at all relevant times was, an employer subject to California state wage and hour laws. JASON YOO's
13 practices and policies described in this Complaint were implemented and/or maintained during the
14 PAGA Period.

15 14. Defendant JAY YOO is an individual residing in California. JAY YOO is, and at all
16 relevant times was, an employer subject to California state wage and hour laws. JAY YOO's practices
17 and policies described in this Complaint were implemented and/or maintained during the PAGA
18 Period.

19 15. Defendant JONATHAN YOO is an individual residing in California. JONATHAN
20 YOO is, and at all relevant times was, an employer subject to California state wage and hour laws.
21 JONATHAN YOO's practices and policies described in this Complaint were implemented and/or
22 maintained during the PAGA Period.

23 16. Defendants continue to employ non-exempt employees within California.

24 17. Plaintiff is unaware of the true names and capacities of those Defendants identified as
25 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
26 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
27 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
28 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and

1 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
2 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
3 responsible for one or more of the wrongful acts and omissions and some portion of the damages
4 alleged herein.

5 18. At all times relevant hereto, each defendant acted in all respects pertinent to this action
6 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
7 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
8 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
9 the Aggrieved Employees.

10 19. Defendants, each and all of them, at all times relevant, were the joint employers, parent
11 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
12 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
13 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
14 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
15 of Plaintiff's damages alleged herein.

16 20. There exists a unity of interest in ownership between Defendants and DOES 1 through
17 10, inclusive, such that any individuality and separateness between the individual and the corporation
18 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
19 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
20 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
21 control and dominance over such business; (b) that Defendants were conceived, intended and used by
22 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
23 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
24 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
25 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
26 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
27 principal-agency relationship between and among Defendants.

28 21. At all relevant times, Defendants were agents of each other and acting within the course

1 and scope of their agency.

2 **FACTUAL ALLEGATIONS**

3 22. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
4 as non-exempt employees.

5 23. Defendants employed Plaintiff as a non-exempt hourly employee at Defendants'
6 location in Los Angeles, California from approximately January 2018 to February 28, 2023.

7 24. At all relevant times, Defendants were advised by skilled lawyers, employees and other
8 professionals who were knowledgeable about California wage and hour law, employment and
9 personnel practices, and the requirements of California.

10 25. Through this action, Plaintiff alleges Defendants have consistently maintained and
11 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
12 which violate the Labor Code and IWC Wage Orders.

13 26. Defendants knew or should have known they had a duty to compensate Plaintiff and
14 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
15 willfully, knowingly, and/or intentionally failed to do so to increase Defendants' profits.

16 27. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
17 pattern of wage and hour violations under the Labor Code and IWC Wage Orders.

18 28. Defendants committed the violations set forth in this Complaint against all Aggrieved
19 Employees, continuing through the present date. Defendants maintained non-compliant employment
20 policies and practices which were applied to Plaintiff and all other Aggrieved Employees.

21 29. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
22 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
23 pay, overtime wages, and double time wages, and that they were not receiving minimum, regular,
24 overtime, and double time wages for all work that was required to be performed. During the PAGA
25 Period, Plaintiff and other Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or
26 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants
27 failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other
28 Aggrieved Employees for all hours worked. For example, Defendants required Plaintiff and other

1 Aggrieved Employees to complete work-related tasks off the clock. In addition, Defendants rounded
2 Plaintiff and other Aggrieved Employees' hours worked, thereby depriving them of wages for all hours
3 worked at the legally mandated rates. Defendants did not compensate Plaintiff and other Aggrieved
4 Employees for all hours worked because Plaintiff and other Aggrieved Employees worked through
5 their meal and/or rest periods or were regularly on-duty during their meal and/or rest periods. Finally,
6 Defendants failed to accurately calculate the regular rate of pay, and thereby the proper sick pay,
7 vacation pay, overtime, and double time rate of pay, for Plaintiff and other Aggrieved Employees.

8 **30. Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
9 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
10 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
11 pay when they did not receive a compliant meal period. Plaintiff and other Aggrieved Employees did
12 not receive compliant meal periods due to Defendants' practices and policies. For example, due to
13 understaffing and Defendants' fast-paced environment, Plaintiff and other Aggrieved Employees were
14 often required to take their meal periods late or work through their meal periods. Additionally,
15 Defendants failed to provide second meal periods when Plaintiff and other Aggrieved Employees
16 worked over 10 hours. Furthermore, meal periods that were provided to Plaintiff and/or other
17 Aggrieved Employees were unlawfully rounded. Accordingly, Defendants failed to provide Plaintiff
18 and other Aggrieved Employees with timely, uninterrupted off-duty meal periods for at least 30
19 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to
20 compensate Plaintiff and other Aggrieved Employees with an additional hour of pay at their regular
21 rate of pay for every day in which they were denied a compliant meal period.

22 **31. Rest Period Violations:** Defendants knew or should have known that Plaintiff and
23 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
24 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
25 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff and
26 other Aggrieved Employees did not receive compliant rest periods due to Defendants' practices and
27 policies. Plaintiff and other Aggrieved Employees regularly missed their rest breaks or had them
28 interrupted or governed by Defendants' practices and policies. For example, rest periods were not

1 authorized, permitted, or otherwise made available to Plaintiff and other Aggrieved Employees due to
2 understaffing and Defendants' fast-paced environment. Specifically, Defendants failed to authorize
3 and permit and/or make available to Plaintiff and other Aggrieved Employees a second rest period
4 when they worked shifts of over six (6) hours. Further, Defendants failed to compensate Plaintiff and
5 other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in
6 which they suffered a rest period violation.

7 **32. Unreimbursed Business Expenses:** Defendants knew or should have known that
8 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
9 related business expenses. For example, Defendants required Plaintiff and other Aggrieved Employees
10 to use their personal cell phones to discuss work-related matters with Defendants' representatives and
11 customers without reimbursement.

12 **33. Failure to Pay Accrued Vacation Wages:** During the PAGA Period, Defendants
13 failed to provide to Plaintiff and/or Aggrieved Employees accrual of vacation wages and failed to pay
14 to Plaintiff and/or Aggrieved Employees vested vacation wages. Specifically, Defendants refused and
15 failed to timely pay Plaintiff his accrued vacation wages.

16 **34. Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
17 other Aggrieved Employees who separated from their employment with Defendants during the
18 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
19 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
20 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
21 rest period premiums, and reimburse expenses.

22 **35. Wage Statement Violations:** Defendants knew or should have known that Plaintiff
23 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
24 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
25 not furnished with complete and accurate wage statements that show all information required by Labor
26 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
27 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
28 worked at each hourly rate.

1 36. **Failure to Keep Accurate Records:** Defendants knew or should have known that
2 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
3 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
4 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
5 and/or omissions described throughout this Complaint.

6 37. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
7 willful.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY ALL WAGES**

10 **(Against All Defendants)**

11 38. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
12 as though fully set forth herein.

13 39. At all relevant times, Defendants had a duty to comply with Labor Code sections 204,
14 206, 210, 218, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
15 applicable IWC Wage Orders and California Code of Regulations.

16 40. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
17 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
18 in advance by the employer as the regular paydays. All wages earned in excess of the normal work
19 period must be paid no later than the payday for the next regular payroll period.

20 41. Labor Code section 206 provides that in case of a dispute over wages, the employer
21 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
22 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

23 42. Labor Code section 210 provides:

24 43. every person who fails to pay the wages of each employee as provided
25 in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
26 1197.5, shall be subject to a penalty as follows: (1) For any initial
27 violation, one hundred dollars (\$100) for each failure to pay each
28 employee. (2) For each subsequent violation, or any willful or
intentional violation, two hundred dollars (\$200) for each failure to pay
each employee, plus 25 percent of the amount unlawfully withheld.
(b) The penalty shall either be recovered by the employee as a statutory

1 penalty pursuant to Section 98 or by the Labor Commissioner as a civil
2 penalty through the issuance of a citation or pursuant to Section 98.3.

3 44. Labor Code section 221 provides “[i]t shall be unlawful for any employer to collect or
4 receive from an employee any part of wages theretofore paid by said employer to said employee.”

5 45. Labor Code section 223 provides “[w]here any statute or contract requires an employer
6 to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while
7 purporting to pay the wage designated by statute or by contract.”

8 46. Labor Code section 224 prohibits any deduction from an employee’s wages which is
9 not either authorized by the employee in writing or permitted by law.

10 47. Labor Code section 246 requires employers to provide and allow employees to use at
11 least 24 hours, or three days, of paid sick leave per year.

12 48. Labor Code section 227.3 requires employers to pay terminated employees for their
13 unused paid vacation time at their final rate of pay.

14 49. At all times relevant, Labor Code section 510, and applicable sections of the California
15 Code of Regulations and the IWC Wage Orders applied to Plaintiffs’ work with Defendants and
16 continue to apply to Class Members’ employment with Defendants. Labor Code section 510 and
17 applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work
18 performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one
19 and one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in
20 a workday must be compensated at the rate of no less than twice the regular rate of pay for an
21 employee.

22 50. Labor Code section 558 provides “[a]ny employer or other person acting on behalf of
23 an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
24 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
25 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
26 each pay period for which the employee was underpaid in addition to an amount to recover underpaid
27 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
28 for each pay period for which the employee was underpaid in addition to an amount sufficient to

1 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
2 employee.”

3 51. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
4 all employees in California for all hours worked. Local minimum wage ordinances may provide for
5 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
6 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
7 the state or local minimum wage, whichever is higher, for any hour of work.

8 52. Labor Code section 1194 provides that any employee receiving less than the legal
9 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
10 in a civil action the unpaid balance of the full amount of the minimum wage or overtime compensation,
11 including interest thereon, reasonable attorney's fees, and costs of suit.

12 53. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
13 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

14 54. Labor Code section 1197 provides that the minimum wage for employees fixed by the
15 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
16 minimum so fixed is unlawful.

17 55. Labor Code section 1198 prohibits employers from employing for longer hours or less
18 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
19 the Labor Commissioner.

20 56. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Plaintiff
21 regularly worked more than eight (8) hours, 10, and/or 12 hours per workday, more than 40 hours per
22 workweek, and/or more than eight (8) hours on the seventh consecutive day of work.

23 57. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants
24 failed to pay Plaintiff all wages for hours worked (including sick pay, vacation pay, minimum, regular,
25 overtime, and double time wages), failed to pay sick pay, vacation pay, overtime, and double time
26 wages at the proper rates of pay, auto-deducted and rounded meal periods, unlawfully deducted wages,
27 and/or required off-the-clock work without compensation, among other things.

28 58. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein,

1 Plaintiff has sustained and continues to sustain damages, including loss of earnings including sick pay,
2 vacation pay, minimum, regular, overtime, and double time compensation due, in an amount to be
3 established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

4 59. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
5 conduct described herein, have committed an "intentional theft of wages in an amount greater than
6 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
7 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
8 the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally
9 deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in
10 Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the
11 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff under the law.
12 Plaintiff is thus entitled to recover from Defendants treble damages and costs, including reasonable
13 attorneys' fees, pursuant to California Penal Code Section 496(c).

14 60. WHEREFORE, Plaintiff requests relief as described herein and below.

15 **SECOND CAUSE OF ACTION**

16 **MEAL PERIOD VIOLATIONS**

17 **(Against All Defendants)**

18 61. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
19 as though fully set forth herein.

20 62. Labor Code § 512(a) prohibits employers from employing any person for a work period
21 of more than five (5) hours without a meal period of not less than thirty (30) uninterrupted minutes.
22 Further, employers may not employ an employee for a work period of more than ten (10) hours per
23 day without providing the employee with a second meal period of not less than thirty (30) minutes.

24 63. At all relevant times, Plaintiff regularly worked more than five (5) hours and 10 hours
25 per workday without being provided an uninterrupted, off-duty 30-minute meal period since Plaintiff's
26 meal periods were late, interrupted, short, and/or on-duty.

27 64. During the relevant time period, Defendants failed to pay Plaintiff meal period
28 premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and the applicable

1 IWC Wage Order.

2 65. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff
3 to take meal breaks pursuant to Labor Code § 512(a). As a result, Defendants are liable to Plaintiff
4 for premium compensation of one hour of pay at the employee's regular rate for each workday that
5 the meal period was not provided pursuant to Labor Code § 226.7, in an amount to be established at
6 trial.

7 66. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
8 conduct described herein, have committed an "intentional theft of wages in an amount greater than
9 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
10 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
11 the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally
12 deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in
13 Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the
14 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff under the law.
15 Plaintiff is informed, believes, and thereon alleges that meal period premiums are wages, gratuities,
16 benefits, or other compensation within the meaning of California Penal Code Section 487m. Plaintiff
17 is thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys'
18 fees, pursuant to California Penal Code Section 496(c).

19 **THIRD CAUSE OF ACTION**

20 **REST PERIOD VIOLATIONS**

21 **(Against All Defendants)**

22 67. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
23 as though fully set forth herein.

24 68. California law and applicable Wage Orders require employers to authorize and permit
25 all employees to take uninterrupted rest periods. The rest period time shall be based on the total hours
26 worked daily at the rate of 10 minutes net rest time per four hours or major fraction thereof.

27 69. During the relevant time period, Defendants failed to provide compliant rest breaks.
28 Specifically, Plaintiff had her rest breaks on-duty, interrupted, missed, or shortened. Consequently,

1 Plaintiff did not receive a 10-minute rest period for every four (4) hours worked or major fraction
2 thereof.

3 70. During the relevant time period, Defendants failed to pay Plaintiff rest period premiums
4 for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage
5 Order.

6 71. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff
7 to take rest periods pursuant to California law. As a result, Defendants are liable to Plaintiff for
8 premium compensation of one hour of pay at the employee's regular rate for each workday that the
9 rest period was not provided pursuant to Labor Code § 226.7, in an amount to be established at trial.

10 72. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
11 conduct described herein, have committed an "intentional theft of wages in an amount greater than
12 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
13 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
14 the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally
15 deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in
16 Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the
17 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff under the law.
18 Plaintiff is informed, believes, and thereon alleges that rest period premiums are wages, gratuities,
19 benefits, or other compensation within the meaning of California Penal Code Section 487m. Plaintiff
20 is thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys'
21 fees, pursuant to California Penal Code Section 496(c).

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 **(Against All Defendants)**

25 73. Plaintiff hereby re-alleges and incorporates by reference the allegations in all
26 paragraphs in this Complaint as though fully set forth herein.

27 74. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800
28 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements

1 with respect to Plaintiff.

2 75. Labor Code Section 2800 requires employers to indemnify employees for losses caused
3 by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff failed to request,
4 demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were
5 obligated to nevertheless indemnify Plaintiff due to their own negligence.

6 76. Labor Code Section 2802(a) requires that employers indemnify and reimburse
7 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
8 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
9 based on the employee's obedience to the employer's directions. Labor Code Section 2802(b)
10 authorizes employees to recover in a court action interest which shall accrue from the date on which
11 the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes
12 employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also
13 recover attorneys' fees and costs.

14 77. During the relevant time period, Defendants required Plaintiff to incur out-of-pocket
15 expenses without reimbursement. For example, Defendants required Plaintiff to use his personal cell
16 phones to discuss work-related matters with Defendants' representatives and customers without
17 reimbursement.

18 78. As a result of Defendants' failure to indemnify and reimburse Plaintiff for all business
19 and work-related costs, expenditures, losses and expenses in accordance with Labor Code Sections
20 2800 and 2802, Plaintiff is entitled to recover the full unreimbursed balance of reimbursements,
21 expenditures and losses, prejudgment interest, and statutory penalties, along with attorneys' fees and
22 costs in amounts that will be established at trial.

23 **FIFTH CAUSE OF ACTION**

24 **WAGE STATEMENT VIOLATIONS**

25 **(Against All Defendants)**

26 79. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
27 as though fully set forth herein.

28 80. Labor Code § 226(a) requires employers, at the time of each payment of wages, to

1 furnish each employee with an accurate statement itemizing, among other things: (1) gross wages
2 earned; (2) the total hours worked by the employee; (3) all deductions; (4) net wages earned; (5) the
3 inclusive dates of the period for which the employee is paid; (6) the name of the employee and his or
4 her social security number (last four digits); (7) the name and address of the legal entity that is the
5 employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding
6 number of hours worked at each hourly rate by the employee. Labor Code § 1174 further requires that
7 such payroll records be kept in a central location.

8 81. Labor Code § 226(e) further provides that if an employer knowingly and intentionally
9 fails to provide a statement itemizing, among other things, the total hours worked by the employee,
10 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
11 initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand
12 dollars (\$4,000).

13 82. As alleged herein, Defendants failed to pay all wages, reimbursements, and premiums.
14 Thus, Defendants have knowingly and intentionally failed to comply with the Labor Code on each and
15 every wage statement that should have been provided to Plaintiff by failing to provide itemized wage
16 statements to Plaintiff that accurately reported, among other things, the gross and net wages earned,
17 the total hours worked, all applicable hourly rates in effect during the pay period, and the
18 corresponding number of hours worked at each hourly rate.

19 83. By failing to keep accurate records and provide such records to Plaintiff as required by
20 Labor Code §§ 226(a) and 1174, Defendants have injured Plaintiff and made it difficult to calculate
21 the unpaid wages earned and due to Plaintiff. Moreover, Defendants' failure to comply with Labor
22 Code § 1174 is unlawful pursuant to Labor Code § 1175.

23 84. Because of Defendants' willful failure to provide Plaintiff with accurate records as
24 required by Labor Code § 226(a), Plaintiff is entitled to damages pursuant to Labor Code § 226(e) in
25 an amount to be established at trial.

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1 **SIXTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Against All Defendants)**

4 85. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
5 as though fully set forth herein.

6 86. Labor Code § 201 requires that if an employer discharges an employee, the wages
7 earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 203
8 provides that if an employer willfully fails to pay compensation promptly upon discharge as required
9 pursuant to Labor Code § 201, the employer is liable to the employee for penalties.

10 87. At the time of Plaintiff's termination of employment, Plaintiff had unpaid wages,
11 reimbursements, premium pay for missed meal and rest periods, and unpaid accrued vacation pay
12 outstanding.

13 88. Defendants have willfully, unfairly, fraudulently, or unlawfully failed to pay Plaintiff
14 compensation owed upon termination of employment pursuant to Labor Code § 201. Plaintiff's
15 employment with Defendants terminated but Defendants failed to pay her any of the unpaid wages,
16 reimbursements, and premiums due and owing to her at the time of her termination. As a result,
17 Defendants are liable to Plaintiff for waiting time penalties pursuant to Labor Code § 203 in an amount
18 to be determined at trial, according to proof.

19 **SEVENTH CAUSE OF ACTION**

20 **UNFAIR BUSINESS PRACTICES**

21 **(Against All Defendants)**

22 89. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint
23 as though fully set forth herein.

24 90. The Unfair Competition Law as codified in California Business and Professions Code
25 §17200, et seq. ("UCL") defines unfair business competition to include any "unlawful, unfair or
26 fraudulent" act or practice.

27 91. A business act or practice is "illegal" under the UCL if it violates any statute,
28 regulation, or ordinance

1 92. A business practice is “unfair” under the UCL if the reasons, justifications, and motives
2 of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

3 93. A business act or practice is “fraudulent” under the UCL if it is “likely to deceive”
4 members of the general public.

5 94. Plaintiff is informed and believes that Defendants’ unlawful failure to timely pay
6 wages, meal and rest periods or compensation, provide accurate itemized wage statements, reimburse
7 expenses, among other things, constitute violations of the UCL.

8 95. Defendants’ failure to pay Plaintiff in a lawful manner as set forth above and below is
9 fraudulent and deceptive and constitutes an ongoing and continuous unfair business practice within
10 the meaning of the UCL. Members of the public have been deceived in the past, and will be in the
11 future continue to be deceived, by these continuous unfair business practices.

12 96. The illegal conduct alleged in this Complaint is continuing, and there is no indication
13 that Defendants will not continue such activity in the future. Plaintiff alleges that if Defendants are not
14 enjoined from their illegal conduct, they will continue to fail to provide rest periods and meal breaks
15 or provide appropriate compensation in-lieu thereof.

16 97. A request for injunctive relief, restitution and for the disgorgement of unlawfully
17 earned profits is specifically authorized by the UCL. Thus, on behalf of himself and the general public,
18 Plaintiff seeks injunctive relief, restitution, and the disgorgement of all unlawfully earned profits as a
19 result of Defendants’ alleged acts or omissions described in this Complaint. Furthermore, Plaintiff
20 requests attorneys’ fees and costs pursuant to CCP Section 1021.5.

21 98. Plaintiff is informed and believes, and thereon allege, that unless restrained and ordered
22 to pay restitution and disgorge profits derived from said unfair and unlawful business practices,
23 Defendants will continue to engage in the alleged acts and/or omissions described in this Complaint.

24 **EIGHTH CAUSE OF ACTION**

25 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

26 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

27 **(Against All Defendants)**

28 99. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though

1 fully set forth herein.

2 100. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
3 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
4 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
5 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
6 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

7 101. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
8 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
9 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
10 after 65 days have passed without notice from the LWDA.

11 102. On March 20, 2023 and May 2, 2023, Plaintiff gave written notice of the specified
12 provisions alleged to have been violated, including the facts and theories to support the alleged
13 violations, as required by Labor Code Section 2699.3. This written notice was provided via certified
14 mail to Defendants and to the LWDA by electronically filing the notice via the Department of
15 Industrial Relations' website. More than 65 days have passed since Plaintiff submitted his PAGA
16 notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff has exhausted the
17 procedural requirements under Labor Code Section 2699.3 as to Defendants and is therefore able to
18 pursue a claim for penalties on behalf of himself and all other Aggrieved Employees under PAGA.

19 103. For all provisions of the Labor Code except those for which a civil penalty is
20 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
21 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
22 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
23 Defendants violated these provisions of the Labor Code.

24 104. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
25 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
26 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
27 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
28 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,

230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

105. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

106. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.”

107. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
2 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
3 violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
5 penalties provided for in this section are in addition to any other penalty provided by law.”

6 108. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
7 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
8 to employees.

9 109. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
10 numerous Labor Code sections including, but not limited to, the following:

11 (a) Violation of Labor Code Sections 201-204, 206, 210, 227.3, 246, 510, 558,
12 1194, 1197, 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including
13 sick pay, vacation pay, minimum, regular, and overtime wages) owed to Plaintiff and other Aggrieved
14 Employees during employment and upon separation of employment;

15 (b) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
16 and/or Aggrieved Employees less than the statutory or contractual rate;

17 (c) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
18 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
19 meal periods;

20 (d) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
21 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

22 (e) Violation of Labor Code Section 226.2 for failure to compensate Plaintiff
23 and/or other Aggrieved Employees separately for rest and recovery periods and other nonproductive
24 time;

25 (f) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
26 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

27 (g) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
28 calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other

1 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
2 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved
3 Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation
4 of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy
5 Families Act of 2014;

6 (h) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
7 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
8 Employees vested vacation wages;

9 (a) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
10 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

11 (b) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
12 business expenses to Plaintiff and other Aggrieved Employees; and

13 (c) Violation of Labor Code Section 1199 for each of the foregoing violations.

14 110. As set forth above, Defendants have violated numerous provisions of the Labor Code
15 regulating hours and days of work as well as the IWC Wage Orders.

16 111. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
17 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
18 above.

19 112. Pursuant to Labor Code Sections 2699(g) and 2802(c) and CCP Section 1021.5,
20 Plaintiff is entitled to attorneys' fees and costs incurred herein.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as
23 follows:

24 1. For compensatory damages and general damages according to proof with interest
25 thereon;

26 2. For economic and/or special damages, and/or liquidated damages according to proof
27 with interest thereon;

28 3. For other damages, monetary relief, wages, premiums, reimbursements, benefits and

1 penalties, including interest thereon;

2 4. For prejudgment interest on all sums recovered pursuant to other compensatory
3 damages at the legal rate from the date of injury or pursuant to CCP Sections 3287 and 3289, and
4 Labor Code Section 218.6;

5 5. For all damages and penalties available for violations of the Labor Code;

6 6. For waiting time penalties pursuant to Labor Code Section 203;

7 7. For liquidated damages pursuant to Labor Code Section 1194.2;

8 8. For statutory penalties to the extent permitted by law, including those pursuant to the
9 Labor Code and IWC Wage Orders;

10 9. For treble damages pursuant to Penal Code Section 496(c);

11 10. For injunctive relief, disgorgement, and restitution of all money and property
12 unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business
13 and Professions Code Sections 17200 *et seq.*;

14 11. For attorneys' fees pursuant to Labor Code Sections 226, 1194, 2802, CCP Section
15 1021.5, Penal Code Section 496(c), and any other applicable provisions of law;

16 12. For costs of suit incurred; and

17 13. For any other and further relief as the Court deems just and proper.

18 WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for
19 judgment against Defendants, jointly and severally, as follows:

20 14. For civil penalties against Defendants on behalf of all Aggrieved Employees pursuant
21 to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

22 15. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
23 pursuant to Labor Code Sections 2699(g), 2802(c) and CCP Section 1021.5; and

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

Dated: August 4, 2023

ALAMI LAW GROUP



By: _____

David Alami
Shaheen Anthony Etemadi

Attorneys for Plaintiff KEVIN SANCHEZ

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Dated: August 4, 2023

By:

David Alami
Shaheen Anthony Etemadi

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COMPLAINT